APPENDIX TO

No.

WESTERN CARTRIDGE COMPANY,

Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD AND AMERICAN FEDERATION OF LABOR AND ITS AFFILIATED ORGANIZATIONS,

WESTERN CARTRIDGE EMPLOYEES' UNION,
Union.

NATIONAL LABOR RELATIONS BOARD AND AMERICAN FEDERATION OF LABOR AND ITS AFFILIATED ORGANIZATIONS,

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IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

No. 8142.

Western Cartridge Company,

Petitioner,

vs.

National Labor Relations Board and American Federation of Labor and Its Affiliated Organizations,

Respondents.

On Petition to Review and Set Aside an Order of the National Labor Relations Board.

ANSWER OF THE NATIONAL LABOR RELATIONS BOARD AND REQUEST FOR ENFORCEMENT.

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Seventh Circuit:

Comes now the National Labor Relations Board and, pursuant to the National Labor Relations Act (49 Stat. 449, 29 U. S. C., Sec. 151, et seq.), files this answer to the petition to review an order of the Board, filed herein, and this request for enforcement of the Board's order.

(1) Answering the allegations of the petition to review on pages 2 and 3 entitled, "Statement of the Nature of the Proceedings," the Board prays reference to the certified transcript of the entire record of the proceedings before the Board filed herein for a full and exact statement of the pleadings, evidence, findings of fact, conclusions of law, and order of the Board, and all other proceedings had in this matter before the Board.

(2) The Board admits the allegations on pages 3 and 4 of the petition to review entitled, "Venue."

(3) The Board denies each and every allegation of error set forth under the caption "Statement of Points" on pages 4 to 11, inclusive, of the petition to review.

Wherefore, having answered each and every allegation contained in the petition to review, the Board requests this Honorable Court to deny said petition insofar as it requests that the order of the Board be set aside.

Further answering, the Board, pursuant to Section 10 (e) of the National Labor Relations Act, respectfully requests this Honorable Court for enforcement of its order against petitioner dated September 16, 1942, entered in the proceeding before the Board entitled, "In the Matter of Western Cartridge Company, a corporation, and American Federation of Labor and its affiliated organizations," which proceeding is designated in the records of the Board as Case No. C-2123. In support of its request for enforcement of this order, the Board alleges:

(a) Petitioner, a Delaware corporation, transacts business and has a manufacturing plant in the City of East Alton, Illinois; and the unfair labor practices occurred at that plant.

(b) Upon the proceedings had before the Board in Case No. C-2123, including, without limitation, the complaint, the answers, the hearing for the purpose of taking testimony, the Trial Examiner's Intermediate Report, the exceptions filed thereto, and the oral argument before the Board, more fully shown by the transcript of the entire record filed herein, to which reference is hereby made, the Board, on September 16, 1942, duly stated its findings of fact and conclusions of law and issued an order directed to petitioner, its officers, agents, successors, and assigns, as follows:

Order.

> Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, West-

ern Cartridge Company, East Alton, Illinois, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Giving effect to its individual contracts of employment with employees or to any modification, continuation, extension, or renewal thereof, and from requesting its employees to enter into any similar contracts of employment;

(b) Dominating or interfering with the administration of Western Cartridge Employees Independent Union or with the formation or administration of any other labor organization of its employees, and from contributing support to Western Cartridge Employees Independent Union or to any other labor organization of its employees;

(c) Recognizing Western Cartridge Employees Independent Union as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment;

(d) Giving effect to its agreement of August 12, 1937, March 18, 1941, and June 4, 1941, or to any other contracts or agreements it may have entered into with Western Cartridge Employees Independent Union in respect to rates of pay, wages, hours of employment, or other conditions of employment;

(e) Discouraging membership in International Molders and Foundry Workers Union of North America, Local No. 333, affiliated with the American Federation of Labor, or in any other labor organization of its employees, by discriminating in regard to the hire or tenure of employment or any term or condition of employment of any of its employees;

(f) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bar-

gaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from Western Cartridge Employees Independent Union as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and completely disestablish Western Cartridge Employees Independent Union as such representative;

(b) Offer William Elliott immediate and full reinstatement to his former or a substantially equivalent position, without prejudice to his seniority and other rights and privileges;

(c) Make whole Wliliam Elliott for any loss of pay he may have suffered by reason of the respondent's discrimination against him, by payment to him of a sum of money equal to the amount he would normally have earned as wages from July 25, 1941, the date of his discharge, to the date of the respondent's offer of reinstatement, less his net earnings during such period;

(d) Give separate written notice to each of its employees who has signed an individual contract of employment, or any modification, continuation, extension, or renewal thereof, that the respondent will not in any manner enforce or attempt to enforce the contract, that the employee is not required or expected because of the contract to deal individually with the respondent or to relinquish in any manner his right to engage in concerted activity, and that discontinuance of the contract is without prejudice to the assertion of any legal rights the employee may have acquired under it;

(e) Post immediately in conspicuous places throughout its plant at East Alton, Illinois, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs 1 (a) to (f) of this Order; (2) that the

respondent will take the affirmative action set forth in paragraphs 2 (a) to (d) of this Order; and (3) that the respondent's employees are free to become or remain members of Chemical Workers Local Union No. 22574, or International Molders and Foundry Workers Union of North America, Local No. 333, both affiliated with the American Federation of Labor, and that the respondent will not discriminate against any employee because of membership in, or activity on behalf of, said organizations;

(f) Notify the Regional Director for the Fourteenth Region in writing within ten (10) days from the date of this Order what steps the respondent has taken to comply herewith.

(c) Thereafter, on September 16, 1942, the Board duly served the aforesaid decision and order upon petitioner.

Wherefore, the Board respectfully prays this Honorable Court that it cause notice of the filing of this answer and request for enforcement and of the filing of the entire record in said proceedings before the Board to be served upon petitioner and that this Court take jurisdiction of the proceedings and of the questions determined therein and make and enter upon the pleadings, testimony, and evidence, and proceedings set forth in the transcript of said proceedings and upon the order made thereon, a decree denying the petition to review and enforcing in whole said order of the Board and requiring petitioner and its officers, agents, successors, and assigns to comply therewith.

/s/ Ernest A. Gross,
Ernest A. Gross,
Associate General Counsel, National Labor Relations Board.

Dated at Washington, D. C., this 4th day of December, 1942.

District of Columbia, } ss.

Ernest A. Gross, being first duly sworn, states that he is Associate General Counsel of the National Labor Relations Board; that he is authorized to and does make this verification in behalf of said Board; that he has read the foregoing answer and request for enforcement and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge and belief.

/s/ Ernest A. Gross,
Ernest A. Gross,
Associate General Counsel.

Subscribed and sworn to before me this 4th day of December, 1942.

/s/ Joseph W. Kulkis,
Joseph W. Kulkis,
(Seal) *Notary Public, District of Columbia.*

My Commission expires April 15, 1947.

Endorsed: Filed Dec. 7, 1942. Kenneth J. Carrick, Clerk.

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

No. 8155.

Western Cartridge Employees' Independent Union, a Voluntary Association and Trade Union,
Petitioner,

vs.

National Labor Relations Board, American Federation of Labor and Its Affiliated Organizations,
Respondents.

On Petition to Review and Set Aside an Order of the National Labor Relations Board.

ANSWER OF THE NATIONAL LABOR RELATIONS BOARD.

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Seventh Circuit:

Comes now the National Labor Relations Board and, pursuant to the National Labor Relations Act (49 Stat. 449, 29 U. S. C., sec. 151, et seq.), files this answer to the petition filed herein to review and set aside the Board's order.

1. Answering the allegations of the petition relating to the proceedings before the Board, the Board prays reference, for a full and exact statement of the pleadings, findings of fact, conclusions of law, and order of the Board, to the certified record of the proceedings before the Board filed in Western Cartridge Company, a Corporation *vs.* National Labor Relations Board and American Federation of Labor and Its Affiliated Organizations, No. 8142, which case was initiated by the petition of the Western Cartridge Company for review of the Board's order issued in the

proceedings before the Board known as Case No. C-2123 entitled "In the Matter of Western Cartridge Company and American Federation of Labor and Its Affiliated Organizations."

2. The Board denies each and every allegation of error contained in the petition.

Further answering, the Board avers that the proceedings had before it, the findings of fact, conclusions of law, and its order are in all respects valid and proper under the Act.

Wherefore, the Board respectfully prays this Honorable Court that the petition for review be denied, and the Board further prays that this Honorable Court cause notice of the filing of its answer to be served upon petitioner.

/s/ Ernest A. Gross,
Ernest A. Gross,
Associate General Counsel, National Labor Relations Board.

Dated at Washington, D. C., this 4th day of December, 1942.

District of Columbia } ss.

Ernest A. Gross, being first duly sworn, states that he is Associate General Counsel of the National Labor Relations Board, respondent herein, and that he is authorized to and does make this verification in behalf of said Board; that he has read the foregoing answer and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge, information, and belief.

/s/ Ernest A. Gross,
Ernest A. Gross,
Associate General Counsel.

Subscribed and sworn to before me this 4th day of December, 1942.

/s/ Joseph W. Kulkis,
Notary Public, District of Columbia.

(Seal)

My Commission expires April 15, 1947.

1 BEFORE THE NATIONAL LABOR RELATIONS BOARD,

Fourteenth Region.

In the Matter of
Western Cartridge Company, a corporation,
and
American Federation of Labor and its Affiliated Organizations.
} Case No. XIV-C-469.

City Hall,
East Alton, Illinois,
Monday, December 8, 1941.

The above-entitled matter came on for hearing, pursuant to notice, at 10 o'clock a. m.

Before:

Horace E. Ruckel, Trial Examiner.

Appearances:

Jack G. Evans, U. S. Court House, St. Louis, Missouri, appearing for National Labor Relations Board.

Fred Olds, 207 West Main Street, East Alton, Illinois, appearing for American Federation of Labor and its affiliated organizations.

Bryan, Williams, Cave and McPheeters, Boatmens Bank Building, St. Louis, Missouri, by R. H. McRoberts, appearing for the respondent.

Wayne Ely, 10th Floor Commerce Bldg., St. Louis, Missouri, appearing for Western Cartridge Employees Independent Union.

* * * * *

13 Mr. Evans: Mr. Examiner, with respect to the reference to the corporation referred to on page 2 of the complaint, the first paragraph, the parties hereto stipulate that the name of said corporation is the East Alton

Manufacturing Company; that it was incorporated under and by virtue of the laws of the State of Maryland on or about July 8, 1941; that said corporation has the same officers and directors as the respondent corporation and that those same men direct the labor relations policies of the East Alton Manufacturing Company.

Mr. McRoberts: It may be so stipulated.

* * * * *

14 FRED OLDS, called as a witness by and on behalf of the National Labor Relations Board:

* * * * *

Direct Examination.

* * * * *

15 Q. Was the local ever formed?

A. Yes. We had another meeting with Bunzy and Anderson on January 24, 1941, and I gave them a number of application blanks, and then on January 31, 1941, we had a mass meeting at Wood River, Illinois, at which time a great number of men joined the union to be formed and known as the Chemical Workers Union. The charter was applied for on February 4, 1941, and on February 5 the charter was granted to the Chemical Workers Local Union No. 22574.

Q. Was that a Federal Labor Union?

A. That is a Federal Labor Union.

Q. By whom was that union chartered?

A. By the American Federation of Labor. That charter was installed on February 17 and the permanent officers were elected.

Q. Thereafter did you ever meet with management?

A. Yes; I did.

* * * * *

16 You met on February 17, is that right?

The Witness: We met on—our organization?

Trial Examiner Ruckel: March 13.

The Witness: March 13 we met.

* * * * *

Q. (By Mr. Evans.) At that meeting was any request made for recognition or collective bargaining?

A. At that meeting we requested the company to recognize the union as the sole collective bargaining agency for all of its employees coming into the jurisdiction of the union, which was defined as the Chemical Workers in the Smokeless Powder Division.

* * * * *

17 Mr. Schotters stated that he had no authority at this time to go into that phrase until he could take it back to his Board of Directors.

Q. You mean that phase?

A. That phase of recognition.

We submitted to Mr. Schotters or offered to submit to Mr. Schotters our application cards, and he said he would have to take it up with his Board of Directors and meet with us at a later date. A later date was set for March 20.

Q. Did you meet on that date?

A. We did meet on that date?

Q. Where?

A. At the company's office; the same place we met the previous meeting.

Q. Whom did you see at that time?

A. At that meeting we met with Mr. Schotters and Mr. Irish.

Q. And was a request made for recognition and collective bargaining at that time?

A. We again requested recognition of collective bargaining and we offered to submit our applications to the company to check against their payroll, or in whatever—to check against their payroll or against cancelled checks, and Mr. Schotters asked: Could he see one of the applications.

* * * * *

19 A. I stated "Yes" and handed him Emmert E. Anderson's application, and Mr. Schotters stated that this was only an intent, and was not an application.

He passed it over to Mr. Irish, and Mr. Irish looked at the card and handed it back to Mr. Schotters, and Mr. Schotters then handed it back to me.

Mr. Schotters stated that he would have to take this up with his legal department.

Trial Examiner Ruckel: Take up what?

The Witness: The question of recognizing the union. We then set another date for a meeting, which was held on March 22.

Q. (By Mr. Evans.) Where?

A. At the office of the company.

Q. With whom did you meet on that occasion?

A. At that date we met Mr. Schotters and Mr. Casteel, who was introduced to us as the attorney for the company at that meeting.

We asked again that we be recognized as the sole collective bargaining agency for the employees of the Smokeless Powder Division; that they were members; that we had a majority of members of the Chemical Workers Union No. 22574.

Mr. Casteel then asked if he could see one of the applications that we offered to submit for a cross-check of
20 their payroll or cancelled checks. I handed to him the same application that I, at a previous meeting, handed Mr. Schotters; that one of Emmert Anderson.

Mr. Casteel made the same statement that Mr. Schotters had made; that this application was only an intent and was not an application. He contended that the Smokeless Powder Division was not an appropriate unit. However, he stated that before he could recognize our union, he would have to meet the National Labor Relations Board at St. Louis and find out if, by recognizing us on a cross-check, it would be legal or not. He did not know if, by checking, without having a certification of the Labor Board, if it would be legal.

* * * * *

21 Q. (By Mr. Evans.) Thereafter did you file a 9(c) petition with the Labor Board in St. Louis?

A. Yes.

Q. That was on March 25, 1941?

A. I believe that was the R case, wasn't it?

Q. That is what I mean by 9(c) petition.

A. Yes.

* * * * *

37 *Cross-Examination.*

* * * * *

44 Q. Mr. Olds, have charters been granted to any other local unions with employes of the Western Cartridge Company?

A. There has been one.

Q. One?

A. May I look at this?

Trial Examiner Ruckel: You may refresh your recollection.

A. It is the International Molders Union, Local 333—International Molders & Foundry Workers Union of North America, Local 333.

Q. Is that the only local union which has been chartered by the American Federation of Labor with jurisdiction over employes of the Western Cartridge Company?

A. To the present date, in the Western Cartridge Company, that is the only charter granted, outside of Chemical Workers charter granted in the East Alton Manufacturing Company. That is the only one that has been applied for.

* * * * *

45 Q. When did you begin to organize this unit which became the International Molders & Foundry Workers of North America, Local 333, approximately? To refresh your recollection, was that sometime in the month of June 1941?

A. We were really in activities at that time, but we started organization sometime in April; may be the middle of May.

Q. When did you first obtain any applications for membership in that particular local union?

46 A. I couldn't say the exact date, Mr. McRoberts, we obtained applications for membership in that particular union.

Q. Was that, approximately, June 1941?

A. I will say previously to that, because we were getting applications all over the plant and I was trying to segregate them as much as possible as I got them in, and we were getting applications both in the brass mill and the

casting shop, which I had been under the impression it was all casting shop employes, and it later developed they were not all employes of the casting shop, but some at that particular time were in the brass mill.

* * * * *

47 Q. Mr. Olds, in the complaint it is alleged that the Western Cartridge Company deducted dues from the employes' pay and turned over said dues to the Western Cartridge Company employes' independent union. I will ask you whether or not in the course of the negotiations on behalf of the Chemical Workers Local Union, in the early stage of those negotiations, and particularly at a meeting in the Mineral Springs in Alton, Illinois, the Chemical Workers Union asked if the Company—the Western Cartridge Company—would be willing to deduct dues, and the Company's representatives advised they would be willing to deduct dues upon receipt of authorizations from employes in substantially the same manner that they were deducted on behalf of the independent union?

A. No, I don't recall that, because if that was agreed upon it would have surely been in that contract, be-
48 cause we sure wanted it.

Q. Don't you recall that you had that in your draft of the contract?

A. Yes, we did submit it to the Company, and I agree.

Q. Don't you recall the Company proposed to change the form of the application so as to provide that the employe would have a right to cancel the authorization, and advised that if such a change was made they would have no objection to collecting dues and turning them over to the union?

A. I do now recall something on that, that was tentatively agreed to and later denied.

Q. Don't you recall the East Alton Manufacturing Company in finally making this contract with the Chemical Workers Local Union gave you a so-called maintenance of membership clause, and then the checkoff of dues became unnecessary, and that demand was not pressed?

A. We received the maintenance of membership clause at the recommendation of the Mediation Board.

Q. When you received that you did not press further

the checkoff of dues provision? Isn't that about the situation?

A. No, I don't think that was it.

Q. What is your recollection?

A. My recollection is that the Company withdrew that offer—those things were withdrawn, if you recall, what we tentatively agreed to at the Mineral Springs Hotel.

49 Q. But we did tentatively agree at the Mineral Springs Hotel that the East Alton Manufacturing Company would deduct dues upon authorization signed by the employe, upon the condition that employes were given the right to cancel such authorizations at any time?

A. Without a union shop clause, and then it was later withdrawn.

Q. You did not present your demand for a checkoff to the Mediation Board, did you, Mr. Olds?

A. No, we did not.

Q. After you had received this maintenance of membership clause?

A. That is right. We presented it in the beginning—we presented our whole contract in the beginning.

* * * * *

52 EARL HOOPER, called as a witness by and on behalf of the National Labor Relations Board,

* * * * *

Direct Examination.

* * * * *

53 Q. Did you take part in the formation of the Western Cartridge Employees Independent Union?

A. I did.

* * * * *

59 Q. Did you collect dues for the organization?

A. Yes; I collected some dues.

* * * * *

Q. Where did you pay your dues to Wilmering?

A. Wherever I would see him; if it was any place in the plant, I came in.

Q. Did you ever pay him outside of the plant?

A. No; not as I remember. There might have been, but I don't remember.

* * * * *

60 Q. (By Mr. Evans.) Did any foreman ever tell you to stop activities on behalf of this inside union at any time?

A. No.

* * * * *

65 *Recross Examination.*

Q. (By Mr. McRoberts.) Mr. Hooper, are you a
66 member of the Chemical Workers Union?

A. That is right.

* * * * *

Q. (By Mr. McRoberts.) When did you become a member, approximately?

* * * * *

A. Well, I would say in February or March, 1941.

* * * * *

67 VIRGIL KEEFE, called as a witness by and on behalf of the National Labor Relations Board,

* * * * *

Direct Examination.

* * * * *

Q. In 1937 did you work for Western Cartridge Company?

A. Yes, sir.

* * * * *

Q. Were you solicited to join?

A. Yes, sir.

Q. By whom?

68 A. Kenneth Ladd.

Q. Who was he?

A. He was on the organizing committee of this organization.

Q. Did you observe whether or not he went to other employees?

A. Yes, sir.

* * * * *

69 Q. (By Mr. Evans.) Where did that occur, Mr. Keefe?

A. I worked on the header line, and that is a row of machines.

Q. Did he come to you or did you go to him?

A. He came to me.

Q. Was it during working hours?

A. Yes, sir.

Q. Did you observe whether or not he talked to other employes?

A. Yes.

Q. About the same time?

A. Yes.

Q. Did he have cards with him at the time?

A. Yes.

Q. Were those cards similar to Board's Exhibit Number 4?

A. Yes.

Q. Did he have a copy of the constitution?

A. He gave us all a copy—all over the department, before we joined the union, I believe. They passed them out.

Q. Were they like Board's Exhibits 6 and 7?

A. Yes.

Q. Did Mr. Ladd collect dues at the time he signed the employes up?

70 A. When you signed the card up you were supposed to pay him a quarter.

Q. Did anybody else solicit employes that you saw?

A. Leo Ferguson, from the Plant Department, he was over in our department quite a bit.

Q. Is the Plant Department the Maintenance Department?

A. Yes, sir.

* * * * *

Q. About how many were in your department at that time?

A. Approximately 100 or 125.

Q. Of that number about how many did you see Ladd and Ferguson solicit?

Mr. McRoberts: Just what you saw yourself, Mr. Keefe.

A. I saw about twenty-five.

Q. Did you become representative of the union at some time?

A. Yes, sir.

* * * * *

71 Q. Did any foreman or boss make any statement to you with respect to the petition that was going around in your behalf?

A. No, sir.

* * * * *

77 Q. I hand you Board's Exhibit 10, for identification, and ask you to tell what that is.

A. That is the basic agreement.

Q. That is dated August 12, 1937?

A. Yes.

Q. And you signed that agreement?

A. Yes.

* * * * *

Q. Where did you sign that?

A. Down in the main office cafeteria of the Western Cartridge Company.

Q. Who called you down to the cafeteria on that occasion?

A. We had been talking by telephone conversation to the Company and asking for a meeting, and they called
78 this meeting, and Mr. Williams—I believe Senator Williams they called him, attorney for the Company, presented this agreement.

* * * * *

Q. At that meeting was there any discussion as
79 to whether the union represented a majority?

A. No, sir.

* * * * *

85 Q. Were the petitions in your division after the time that you held office passed around in the plant?

A. Yes, sir.

Q. Like it was for your petition?

A. Yes, sir.

Q. Was that the system used for all of the divisions?

* * * * *

A. Yes, my answer is "yes".

* * * * *

Cross-Examination.

* * * * *

89 Q. (By Trial Examiner Ruckel.) As I understand your testimony, Mr. Keefe, it is that Board's Exhibit 8, a letter dated July 22, 1937, to Mr. Olin, was sent by your organization; is that correct?

A. Yes, sir.

Q. And you stated that you tried to get a representative of management on the phone to get together in a meeting; was I correct in that understanding?

A. I don't believe it was referring to this letter; no. It was referring to these demands here.

Q. Well, you wanted a meeting with the company?

A. With the company; yes, sir.

Q. To talk over these demands; that is, to make a contract, is that right?

A. Yes, sir.

Q. How did you try to establish contact with the company?

A. Well, we phoned them.

Q. And you finally had a meeting; is that right?

A. Yes, sir.

Q. Or you did have a meeting?

A. We had a meeting; yes, sir.

90 Q. And that meeting was held long after July 26, 1937, do you recall?

A. No; I don't recall the exact date.

Q. Approximately?

A. A week, I believe, or two weeks.

Q. Now, that would make it the first few days in August or approximately the first of August; is that right?

A. Yes, sir.

Q. Now, was it at that meeting that Mr. Williams presented the contract, Board's Exhibit 10?

A. Yes, sir.

Q. For the first time?

A. For the first time, yes, sir. We didn't sign it that day. We signed it later on; I believe, the next meeting.

Q. Well now, at the meeting at which this was exhibited for the first time, Mr. Williams produced it, is that it?

A. Yes, sir.

Q. What did he say about it?

A. Well, we had heard—we had not seen the copy, but Mr. Manning had gone to St. Louis and talked to Mr. Williams down at the Boatmen's Building.

* * * * *

91 Q. Mr. Williams prepared this contract?

A. Mr. Williams, yes, sir.

Q. Do you know what Mr. Williams said when he presented the contract that day at the meeting? How did he refer to this, if he did?

A. John Olin was talking, and I believe he made the statement that he wished he could find some way that we could get started on our demands, and Senator Williams spoke up and said: "I have the way." And, he presented the basic agreement.

Q. Who said: "I wish there was some way we could get started on our demands?"

A. John Olin.

Q. And John Olin is what?

Mr. McRoberts: Vice president.

The Witness: Vice president.

Mr. McRoberts: Of the Western Cartridge Company.

92 Trial Examiner Ruckel: While we are on the subject, may it be stipulated that F. W. Olin is the president?

Mr. McRoberts: President, and John Olin is vice-president and Mr. Spencer Olin is secretary-treasurer.

Q. (By Trial Examiner Ruckel.) Now, what further did Mr. John Olin say, if anything, after he said, "I have the way"?

Mr. Ely: Senator Williams said "I have the way."

Trial Examiner Ruckel: I am sorry.

Q. (By Trial Examiner Ruckel.) After Mr. Williams said that?

A. He said, "Let us have it." "We have the way." And, Mr. Williams presented the basic agreement.

* * * * *

95 Q. (By Mr. Ely.) You say you didn't want to sign this basic agreement that Senator Williams presented to you?

A. That is right.

Q. Did they take a vote on it there at that meeting?

A. Yes, sir.

Q. Did the majority vote to sign it?

A. The first time the majority voted not to sign it, and then we had another meeting among ourselves. In the meantime I believe our secretary and treasurer, Mr. Sullivan, and I don't know,—but he did bring it back to us; him and Mr. Manning said the company would not agree to any of our demands unless we did sign that.

Q. Had Mr. Manning been in consultation with Mr. Williams before that?

A. Yes, sir.

Q. And he told you that the company would not meet your terms unless you signed this resignation; is that right?

A. That is right.

Q. Then did you take another vote on it?

A. Yes, sir.

96 Q. And the majority of your board voted to sign it?

A. To sign it; yes, sir. Four to two; yes, sir.

Q. That was after you received your advice from Mr. Manning?

A. Yes, sir.

Q. Originally the board voted to turn it down?

A. Turn it down; yes, sir.

Q. Mr. Manning then made his explanation and advised you to sign it, did he?

A. I wouldn't say he advised us to sign it.

Q. But he advised you you would not get what you were after unless you did sign it?

A. Yes.

* * * * *

133 ROBERT CARROLL, called as a witness by and on behalf of the National Labor Relations Board:

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Direct Examination.

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Q. You work in the smokeless powder division?

A. Yes, sir.

Q. About how long have you worked for the company?

A. I went to work at the Western in 1935, the 9th day of April.

Q. Anybody ever ask you to join the Independent Union?

A. Yes, sir.

Q. Who was that?

A. Berkley Wilmering.

Q. Who is he?

A. He was from smokeless powder.

Q. At that time where were you working?

A. Fulmanite mixing department.

Q. Is that in the smokeless powder division?

A. No; that is here on this side, at the Western.

134 Q. Was that during working hours?

A. Yes, sir.

* * * * *

137 Q. Tell us how you came to be a representative?

A. Well, they got out a petition for me and I didn't want it. I told them I didn't want it at all, any part of it. So, they went—

* * * * *

And they went ahead and held an election and elected me anyhow.

Q. (By Mr. Evans.) Now, was there a petition for your nomination as representative?

A. Yes, sir.

Q. Where was the petition signed?

A. It was signed by the employees down there in that division.

Q. Did the petition pass around during working hours?

A. Yes; it did. Some of them signed it during 138 working hours.

Q. Was there actually an election after this petition was signed, or were you seated by reason of the petition?

A. Well, I was really seated by the petition; by the signers on the petition.

Q. In other words, nobody else had a petition?

A. No; nobody else had a petition against me.

Q. After you became representative, did you solicit any members in the Independent Union?

A. Yes. I talked to several of them that didn't belong. There was only a few that signed up.

Q. Where did you do your soliciting?

A. Well, I done some of it at noon hour, some of it during working hours.

Q. About how many did you solicit during working hours?

A. Well, I would say about six.

Q. Did you collect any dues?

A. Yes; I collected some dues.

Q. Did you collect those during working hours?

A. Well, some of them I did, yes, and some I didn't.

* * * * *

145 Q. When did you join the A. F. of L. Union, Mr. Carroll?

A. Well, I don't remember the exact date on it.

Q. Approximately?

A. It was last spring. It was along in March, I believe.

Q. That is the Chemical Workers Local that you joined?

A. Yes, sir.

* * * * *

148 Q. You work for the Western Cartridge Company?

A. I did, but I work at East Alton Manufacturing Company for the time being.

Q. About how long have you worked at the plant?

A. Well, altogether I would say fifteen years.

Q. Were you working there in 1933?

A. Yes, sir.

Q. Was there any effort by any union to organize at that time?

* * * * *

A. Yes, sir.
Q. (By Mr. Evans.) What organization?
A. The C. I. O.

* * * * *

153 Q. (By Mr. Evans.) Anybody ever solicit you to join the Independent Union?
A. Yes, sir.
Q. About when was that?
A. When they first started. I think it was around in 1937.
Q. Who solicited you?
A. Huck Imel.

* * * * *

154 Q. Where were you solicited by Imel?
A. In the cap department.
Q. Any other employees solicited by Imel at that time?
A. Yes, sir.
Q. About how many others did you observe?
A. Oh, I would say around 50.
Q. Did he have cards at that time?
A. Yes, sir.
Q. Were they cards similar to Board's Exhibit 4, which I hand you?
A. Yes, sir.
Q. Did Imel work in your department at that time?
A. Yes, sir.
Q. Was the foreman present when this activity was going on?
A. Yes, sir.
Q. Did it take place during working hours?
A. Part of it did and part of it didn't.

* * * * *

155 Q. Were you ever elected a representative?
A. Yes, sir.
Q. And when did that occur?
A. It was in 1933. I am sure it was in 1933.

* * * * *

Q. Was there a petition passed around for your nomination as representative?

156 A. Yes, sir.

Q. How was that passed around?

A. Well, I went to the office and had a petition made out through the stenographer, and I started out in my department from one member to the other, and it was passed out through the other departments in my division.

Q. Did these activities occur during working hours?

A. Some of it did and some of it didn't.

* * * * *

Q. Were you elected to be chairman, vice-chairman, secretary-treasurer or anything like that?

A. I was elected as secretary-treasurer for six months.

Q. And when did that occur?

A. That was in 1940, I believe.

Q. In August, 1940?

A. Yes, sir.

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166 *Cross-Examination.*

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180 FRANCIS BUNZY, called as a witness by and on behalf of the National Labor Relations Board:

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Direct Examination.

* * * * *

Q. You work in the smokeless powder division of the plant?

A. I do.

Q. About how long have you worked there?

A. About a year and a half.

Q. Have you worked for the company longer than that?

A. Yes. I worked with the company since February, 1935.

Q. Before that you worked in one of the other divisions in the plant?

A. Yes.

Q. In 1937 did any labor organization start to
181 organize employees of the company?

A. The Independent Union started in 1937.

Q. Any other organization?

A. Well, the C. I. O. was making contacts down there at that time.

Q. Did you attend any C. I. O. meetings?

A. Yes. I attended one in the Faulstich Building, in Alton.

Q. Was that before or after the start of the Independent Union?

A. Well, they were about the same time. There wasn't a week's difference either way. I just couldn't say about when it was.

Q. Did anybody solicit you to joint the Independent Union?

A. Yes; Leo Ferguson.

Q. And when did that take place?

A. In the plant department building on the western side.

Q. Did he give you a card similar to Board's Exhibit 4?

A. Yes.

Q. Did you sign it?

A. Yes.

Q. Do you know whether or not he solicited other employees in your department about that time?

A. Yes; he did.

* * * * *

188 A. After I went back in the smokeless powder, I was standing in the yard talking with Leo Ferguson, pipefitter foreman now, and Mr. Wortz was coming back on this meeting,—oh, I didn't mention Mr. Wortz; he was present with Mr. Irish and Mr. Hamilton and Mr. Schotters.

And he called me down to his office. He asked me to come down to his office. And I went on down there.

Q. Was anybody else present besides you and Mr. Wortz?

A. Just Mr. Wortz and I.

Q. What was said at that time?

A. Why, he told me to come in and sit down.

And he said, "Bunzy, I have heard your name a lot," he said, "and I was surprised to see you when you came in the office over here. I expected a man about 50 years old, and a rough sort of a fellow, being mixed up with a union like you are."

And he said, "You are a young fellow, and you have a nice personality," and, I don't know, a lot of stuff, about a goodlooking fellow, and the fellows liked me, and this and that.

And he said, "How old are you?"

And I said, "28."

And he said I could go places with the company if I would make myself right with them. He said if I would come down to school I could go Pete Brown and he
189 would teach me how to handle business, or something.

And I told him I didn't want it.

And he said how come that we want a union, and what did we want by it?

And I told him that we wanted working conditions.

And he said, "Well, you fellows are intelligent. Why don't you come in as a committee and talk with me about it instead of going over to East St. Louis and get a pot-bellied racketeer to do your business for you?"

And he gave the union hell at great length. He just said it was no good and anyone that belonged to it was no good; that it was a bunch of guys that were bosses and wouldn't work, and they would have the good fellows carrying them through.

So he said if we would consider it, he would show us a contract that they had with other companies—that he had took part in with other companies. I believe he mentioned Bethlehem Steel or some other steel company.

And I told him no, that I didn't care for it.

And he asked again if I would care to come down to school.

And I said no; if I would come down to school and done go to union meetings and work with the fellows, it would just be playing both ends against the middle and it wouldn't

last, so I would go ahead with the union, and I just
190 thanked him and went out.

Q. Did he mention anything as to what would happen to your dues?

A. Oh, he said, "How does them guys get the money? How do they get to live like they do off of you fellows' wages," he said. "Why don't you have a union of your own," he said. He said, "We know our troubles here and our jobs. We can straighten them out ourselves instead of having to walk the streets and striking." He said, "We would be like the Monsanto Chemical Works and the automobile companies in this locality."

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227 LOWELL JONES, a witness, called by and on behalf
228 of the National Labor Relations Board:

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Direct Examination.

* * * * *

Q. You work for the Western Cartridge?

A. Yes sir.

Q. Do you work in the brass mill?

A. Brass mill shipping.

Q. About how long have you worked for the Company?

A. About eight years.

Q. Did anybody solicit you to join the independent union?

A. I joined, yes.

Q. About when was that?

A. I believe it was in the latter part of 1937 or the first part of 1938, I am not sure.

Q. Who was it solicited your membership?

A. I believe it was Cletis Baker.

* * * * *

229 Q. He talked to you on the job about that?

A. I believe he did, yes.

* * * * *

Q. Were you ever elected as a representative for the independent?

230 A. Yes sir.

Q. About when did that occur?

A. I believe it was in August 1940.

Q. How did that come about?

A. I circulated a petition.

Q. Where did you get the petition?

A. I believe Mr. Baker gave them to me.

Q. What division was this?

A. Division Number 4.

Q. Did you pass the petition around in Division Number 4?

A. Yes.

Q. Was that done during working hours?

A. Yes sir.

* * * * *

235 Q. Do you know whether copies of these were distributed to employes?

A. I believe we did distribute them, or at least we gave them to the advisory committeemen.

Q. (By Trial Examiner Ruckel.) Which advisory committee do you refer to?

A. Each division representative most of the time had one or several departments which he was representative of, and in each department—we always tried, if there wasn't one elected, to appoint someone who was fairly well known in that department.

Q. When you say advisory committee are you referring to the executive committee?

A. We called it advisory committee. Where the representative wasn't handy or he had a man on the advisory committee he would take it up as a grievance himself with the employe or he would call in a representative.

Q. Was the advisory committee separate and apart from the executive committee?

A. Yes, sir.

Q. Two different committees?

A. Yes, sir.

Q. (By Mr. McRoberts.) There would be a different advisory committee in each department, is that right, Mr. Jones?

236 A. Yes, sir.

Q. To advise with the representatives who were on the executive committee of the independent union?

A. Yes, sir.

Q. (By Mr. Evans.) Was there just one advisory committeeman in each department?

A. No, where the department was large and they worked shift work, we usually tried to arrange so there would be one on each shift.

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238 Q. Did the board of the Independent Union discuss the question of whether to participate or take part in a proposed election by the Labor Board in the smokeless powder division?

A. I don't believe we ever discussed whether we would enter it or not; no.

Q. Did you discuss whether you would not enter it?

A. Well, I believe we received a letter from the 239 Labor Board asking someone to appear at that Board, and we, or the executive board, instructed the secretary and the chairman to go and we waive our claims to smokeless powder.

Q. Thereafter were you called to the office of the company?

A. No, not in the office, no, sir.

Q. Did anybody, any representative of the company talk to you about it?

A. Well, I believe Mr. Ebberts and Mr. McRoberts, and I believe Mr. Schotters had a meeting in the dinging room of the main office.

Q. And Mr. Ebberts was an attorney for the company?

A. Yes, sir.

Q. And Mr. McRoberts is the attoney for the company sitting at the table there?

A. Yes, sir.

Q. Do you know about when that occurred?

A. Well, I believe it was—I don't know; about the 20th of April, I believe, something like that.

Q. Who else was there besides yourself?

A. The executive board.

Q. Of six members?

A. I believe so; yes, sir.

Q. What was said at that time?

A. Well, I believe Mr. Ebberts asked us if we knew
240 what we had signed, and I think—I believe he said—asked us if we were or we would—oh, I don't know the word he did use,—repudiate the letter, and we told him that we would not.

Trial Examiner Ruckel: What letter do you mean?

The Witness: The letter we wrote to the Labor Board waiving our claims on the smokeless powder.

Q. (By Mr. Evans.) What else was said at that time?

A. Well, I believe that was about all. All he wanted us was to deny the letter, to say that we didn't know what we was doing, or something like that.

Trial Examiner Ruckel: Who is the "he" now?

* * * * *

The Witness: Mr. Ebbert or McEbbert.

Q. (By Mr. Evans.) Was there any further meeting in this regard?

A. Yes. We had another meeting with McEbbert or Ebbert,—I get those Mc's in the wrong place. I think it was about the same thing. He wanted us to repudiate that letter, and we still refused to do it.

Trial Examiner Ruckel: Who was present on that occasion?

The Witness: The executive board of the Independ-
241 ent Union.

Trial Examiner Ruckel: And who on behalf of the company? Mr. McRoberts was there?

* * * * *

The Witness: Only Ebbert.

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Q. (By Mr. Evans.) Did Mr. Dawson ever talk to you about it?

A. Yes, sir.

Q. When did that occur?

A. About the 22nd of April, I believe.

Q. That was while the hearing was going on; the representation hearing?

A. It was either the day of or the day before.

242 Q. Who was Mr. Dawson?

A. Mr. Dawson was personnel man at the time I was elected, I think, and he—

Q. Excuse me. Who else was present when you and he talked?

A. Just the two of us.

Q. Where did the conversation take place?

A. In the factory office.

Q. How did you happen to be in the factory office?

A. Well, I wasn't. I was on a job, and I believe the foreman said that someone wanted to see me over in the factory office.

Q. All right. Then, what occurred? What was said when you got there?

A. Well, Mr. Dawson said—he shook hands with me and said he hadn't seen me in a long time, and then we went in the office, and he said that he realized that we had not accomplished everything that we should have, but there was great possibilities there to make a go of the Independent Union, and I believe he asked if we were going to appear at the trial.

Trial Examiner Ruckel: What trial did you understand him to refer to?

The Witness: To the trial to determine whether the smokeless power was an appropriate bargaining unit.

243 Q. (By Mr. Evans.) What did you tell him?

A. Well, I told him I didn't know whether we were or not. At that time we hadn't decided, I guess.

Q. Did you have any conversation with Mr. Hamilton about it?

A. No; not concerning that. At the time I talked to Mr. Hamilton was in the lunchroom, at the cafeteria restaurant.

Q. When was that?

A. The day of the trial, on the 23rd, I guess, of April.

Q. Of April this year?

A. Yes, sir.

Q. Who else was present at that time?

A. Well, the cafeteria was full. They were eating lunch at that time.

Q. I mean, who else was present that heard this conversation?

A. I don't believe there was anyone that heard it.

Q. What was said at the time?

A. Well, he told me that we were supposed to be at the trial at one o'clock. I started out to the gate. When I got out to the gate I met Richard Hartingg who at that time was secretary-treasurer, and asked him what he was going to do.

And he said, well, Hamilton had told him to come out too. Well, we decided that we would not go unless we
244 were subpoenaed. Then we were subpoenaed.

Q. Who handed you the subpoena?

A. Well, I don't know. I guess he was a deputy sheriff or something.

Q. Was that at the gate that that occurred?

A. Yes.

Q. Did you go to the hearing?

A. No, sir.

Q. Did you talk to any representative of the company after you received the subpoena?

A. No, sir.

Q. Did you talk to Mr. Ebbert after that?

A. Well, I don't know whether they couldn't locate or they didn't locate all of the representatives of the union the same day that Mr. Harting and me was subpoenaed, and we were told that we would be used around 10 o'clock the next morning.

Well, the representatives—the executive board met in the office of the independent union and we all went over there in a body, and when we got out in front of the—where the trial was being held on Church Street, in East Alton, Mr. Ebbert asked us if we had changed our minds, and we said, "No," and he dismissed us.

Trial Examiner Ruckel: By changing your minds, you understood him to mean what?

245 A. Well, the letter which we waived our claims to the powder mill.

Trial Examiner Ruckel: You had not changed your mind not to repudiate the letter; is that the idea?

The Witness: Yes; we had not changed our minds, no.

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251 Q. Prior to that hearing the Western Cartridge Employees Independent Union had received a letter or request from Mr. de Schweinitz, the Regional Director of

the Labor Relations Board, asking your representatives to call; is that correct?

A. Yes, sir.

Q. And you had a meeting of the executive board of your union and delegated to Mr. Chapman, Mr. J. B. Chapman and Mr. Richard Harting the duty of meeting with Mr. de Schweinitz?

A. Yes, sir.

Q. And did you then delegate to your attorney, Mr. Weisman, the job of going with them and advising them on that matter?

A. Yes, sir.

Q. The Independent Union was then being represented by Mr. Emanuel Weisman; is that correct?

A. Emanuel Weisman, yes, sir.

Q. He is an attorney of Alton, Illinois?

A. Yes, sir.

Q. Representing several American Federation of Labor unions, I believe, doesn't he?

252 A. Well, I couldn't say about that. I have heard it.

Q. But you don't know?

A. I couldn't say for sure.

Q. Following that meeting, it is your understanding that the original, of which this Respondent's Exhibit 3 is a copy, was written and signed and sent to Mr. de Schweinitz ?

A. Yes, sir.

Q. Now, that letter was not submitted to your executive board before it was sent out, was it?

A. We drew it up at the meeting.

Q. You did?

A. I believe we told Mr. Weisman that we felt, as we didn't have any representation to speak of in the smokeless powder, that we weren't going to contest it in any way. If they wanted another union, why it was all right with us.

Q. Following those instructions, this letter was written and sent?

A. Yes, sir.

Q. And on the morning when the meeting was held in the cafeteria at the main office building, Mr. Ebbert and Mr. Schotters and I were present on behalf of the company

and the members of your executive board were present on behalf of the Independent Union, and we asked you whether this letter had been authorized by the board; that is in substance what was asked you, wasn't it?

253 A. I believe so.

Q. And whether your board had seen it before it was sent out and whether the board approved it and whether the board was going to stand by it or whether they were going to enter the union's appearance in the proceeding and contest the charges?

A. Yes, sir.

Q. And I believe you told us in substance at that meeting that while the Board had not formally authorized this particular letter, it was the decision of the Board to stand behind it nevertheless?

A. Yes, sir.

* * * * *

264 JAY D. CHAPMAN, called as a witness by and on behalf of the National Labor Relations Board:

Direct Examination.

Q. (By Mr. Evans.) Will you state your name and where you live?

A. Jay D. Chapman, 400 Lincoln, East Alton.

Q. You work for the Western Cartridge Company?

A. I do.

Q. You are the president of the Independent Union?

A. I am.

Q. How long have you been president, Mr. Chapman?

A. Since August, 1940.

Q. I hand you Board's Exhibit 13 for Identifica-

265 tion and ask to state whether or not that is a copy of the working agreement entered into between your organization and Western Cartridge Company on or about June 2, 1941?

A. Yes, sir. This appears to be the working agreement.

* * * * *

Q. (By Mr. Evans.) Mr. Chapman, have you and the executive board of the Independent Union and representa-

tives of the company been negotiating for a working agreement for some time?

A. Yes, sir.

Q. So far as you know, was that the first working agreement signed between the two parties?

A. Since we signed the basic agreement; yes, sir.

Q. That is what I mean. In your negotiations at any time was any question raised as to the majority status of the Independent Union?

A. Well, I would say that the executive board left the impression that we had the majority; yes, sir.

Q. Was any proof of majority submitted to the
566 company in your negotiations for the working agreement?

A. No, sir.

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267 Q. Did the working agreement cover the same groups of employees as the basic agreement?

A. With the exception of smokeless powder; yes, sir.

Q. Well, did the contract entered into on June 2 or June 4, 1941, eliminate the smokeless powder division from consideration?

A. No, sir. It included all employees of the Western.

Q. No exclusions at all are listed?

A. No, sir.

Q. Was there any understanding at that time of any exclusions?

A. I don't think there was; no, sir.

Q. Did it exclude office employees?

Mr. McRoberts: I think the contract speaks for itself as to what it covers.

Mr. Evans: I am talking now about any understanding as to what the parties meant.

Trial Examiner Ruckel: Any understanding in addition to the contract?

Mr. Evans: That is right; any oral understanding as to what employees were covered by the contract.

268 Trial Examiner Ruckel: He may answer.

A. No; I don't think there was.

Q. (By Mr. Evans.) There was no understanding at all?

A. No, sir.

Q. Were you later informed by representatives of the company that the contract entered into on June 4, 1941, would not cover the smokeless powder division?

A. I don't think so.

Q. May I see your minutes for July of 1941? I refer you to the minutes of July 9, 1941, and ask you to read the paragraph beginning with "Mr. Schotters".

Mr. McRoberts: May I see that first?

Mr. Evans: Yes.

Mr. McRoberts: Do you want just that paragraph read into the record?

Mr. Evans: Yes.

Mr. McRoberts: I have no objection to it.

A. (Reading.) "Mr. Schotters stated that the East Alton Manufacturing Company had been formed and would take over the so-called smokeless powder division. As this was a separate company, the independent union was not the bargaining agent for those employees under the blanket agreement."

Q. (By Mr. Evans.) Was the blanket agreement there referred to the agreement entered into on June 4, 1941,
269 or would that include both the basic agreement entered into in August, 1937, and the working agreement entered into in June, 1941?

A. I think that this refers to the raise that was coming up on 7-13, I think.

Mr. McRoberts: I think the language speaks for itself. I don't believe we need further interpretation.

A. That is what that has reference to. You see, on 7-13, we had been granted a raise that we were negotiating for, and this meeting was on July 9, and the raise took effect on the 13th, I think it was, and it would not be effective in the smokeless powder.

Trial Examiner Ruckel: Well, it is your understanding that the language does not refer to this working agreement, Board's Exhibit 13?

The Witness: Yes, sir.

Trial Examiner Ruckel: It does refer then to Board's Exhibit 13?

The Witness: This paragraph refers to that raise that was coming up.

Trial Examiner Ruckel: The paragraph you just read into the record?

The Witness: Yes, sir; that is what this paragraph refers to.

Mr. McRoberts: The blanket raise effective July 13,
270 Mr. Examiner, of 5 cents an hour, something like that.

The Witness: Yes.

Q. (By Mr. Evans.) Was it your understanding, Mr. Chapman, that it was just the raise that would no longer come under this blanket agreement, or was it all matters pertaining to wages, hours and working conditions of the smokeless division that would no longer come under that agreement?

A. When he made this statement?

Q. Yes.

A. I took it for granted that he meant the raise that was coming up on the 13th.

Q. So, as far as your understanding is concerned, the Independent Union is still the bargaining agent for the smokeless powder division?

A. For all employees of the Western, and if that is the East Alton Manufacturing Company, I would say no.

Q. Then it is your understanding that the date of the formation of the East Alton Manufacturing Company, or as of that date, the Independent Union was not any longer the bargaining agent for its employees?

A. That is right.

Q. And you take that from what Mr. Schotters said at that meeting?

A. This meeting was concerning that raise.

Q. Well, if you didn't obtain that understanding
271 from that meeting, where did you obtain that understanding?

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Trial Examiner Ruckel: Does the Board contend, in spite of its contract with the charging union, that the respondent is still recognizing the independent as the representative of the employees in the smokeless powder division; is that the contention?

Mr. Evans: I believe that up to July 9, 1941, the company's position was that the independent union contract covered the smokeless powder division.

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320 BLANCHE GRISSON, a witness called by and on behalf of the National Labor Relations Board:

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Direct Examination.

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Q. You work for the Western Cartridge Company?
A. Yes, I do.
Q. What department do you work in?
A. Metallic manufacturing.
Q. Do you know a man named Melvin Taylor?
A. Yes sir.
Q. Did he ever solicit you to join the Independent?
A. Yes sir.
Q. When did that occur?
A. It occurred about the first part of August.
Q. Of what year?
A. This year.
Q. Where did it take place?
A. At my machine.
Q. Was that during working hours?
A. Yes sir.

* * * * *

321 Q. Did he solicit you to join the independent union at that time?
A. Yes sir.
Q. Did he hand you a card?
A. No sir.
Q. Did he ask you to sign a wage assignment?
A. Yes sir.
Q. Did you sign either one?
A. No sir.
Q. Do you know whether or not he talked to any of the other women in that department?
A. Yes sir.

Q. At about that time?
A. Yes sir.
Q. About how many others did you observe him talking to there there?
A. There are 18 on our job, and I saw him talking to—I could see six on the cappers; that is the machines that was right back of us.
Q. Did he have these application cards and wage assignment slips in his hand?
A. I saw wage assignment slips, but no cards.
322 Q. Did he just go from one girl to the next on the line?
A. Yes sir.
Q. Was the foreman about when this was going on?
A. He passed by several different times while he was talking to the other operators.
Q. What was the foreman's name?
A. Floyd Bennett.
Q. Did Bennett make any effort to stop Taylor?
A. Not at that time.
Q. Did Taylor come back and talk to you later?
A. He came back the next morning.
Q. What did he say to you at that time?
A. He asked me if I had changed my mind about joining the union.
Q. What did you tell him?
A. I said "No sir".

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331 FRANK LOVELL, a witness, called by and on behalf of the National Labor Relations Board:

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Direct Examination.

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Q. You work for the Western Cartridge Company?
A. Yes sir.
Q. In what department?
A. I am in the metalic inspection; that is in the metalic manufacturing.

Q. Do you do the same type of work as Melvin Taylor?
A. Practically the same.
Q. What is his job?
A. He inspects shells from, I guess, two hundred machines, different types of shells and different operations.
Q. Does he supervise the work of any other men?
A. No, sir, he is just by himself.
Q. Did he ever solicit employes to join the independent union in your presence?
A. Yes sir.
332 Q. About when did that occur?
A. Just about the first of August.
Q. (By Mr. McRoberts.) Which year?
A. This year.
Q. (By Mr. Evans.) 1941?
A. Yes sir.
Q. Where did that occur?
A. Right at work.
Q. About how many employes did you observe him solicit?
A. On the job, I inspect, I had 20 machines, he solicited each of those operators, and have six adjusters, each one of those—I imagine I saw him approach twenty others at the machines.
Q. Was this during working hours?
A. Yes sir.
Q. Was the foreman around the department at that time?
A. His foreman is Youngbluth, foreman of metalic inspection, and he is there all the time on the day shift, and that is when it happened.

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339 WILLIAM GENT, JR., a witness called by and on behalf of the National Labor Relations Board:

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340 *Direct Examination.*

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Q. You are in the Smokeless Powder Division?
A. That is right.

Q. About how long have you worked at the plant?
A. At the East Alton Manufacturing Company?
Q. At the East Alton Manufacturing Company?
A. It was two years last October.
Q. Are you a foreman of any kind?
A. Yes.
Q. What kind?
A. Right now they call it sub-foreman.
Q. (By Trial Examiner Ruckel.) What?
A. Right now they call it sub-foreman.
Q. (By Mr. Evans.) What department?
A. Hardening; ball powder hardening.
Q. How long have you held such a job?
A. About four months I would say, roughly.
Q. Is that an hourly jaid job?
341 A. Yes sir.
Q. Did you ever sign a card for the A. F. of L.?
A. Yes sir.
Q. About when?
A. About March.
Q. 1941?
A. 1941, yes sir.

* * * * *

Q. Did you ever have any conversation with Mr. Wortz about your membership in the union?
A. You mean if I asked him if I should join or not?
Q. (By Trial Examiner Ruckel.) Either before or after you joined, did you have any conversation in which the union was mentioned, or your having joined it was mentioned?
A. I have; one particular time he talked to me about wearing the union badge and he says that it wasn't a very good idea for a foreman to wear a union badge.
Q. (By Mr. Evans.) You were wearing a union badge at the time?
A. Yes sir.
Q. When did that conversation occur?
A. Right then—I can't say specifically when he did
342 talk to me about it.
Q. About when?
A. It was before the election, though.

Q. Before the Labor Board election?
A. Yes sir.
Q. Where did that conversation take place?
A. It took place in Mr. Wortz' office.

* * * * *

Q. Did he ever ask you to sign a withdrawal from the A. F. of L. union?
A. Yes, he did.
Q. When did that take place?
A. That was still before the election, too.
Q. Where?
A. In his office.
343 Q. Was anybody else there at the time?
A. No, there was not.
Q. (By Trial Examiner Ruckel.) Was this the same or another conversation?
A. This is a different conversation.
Q. (By Mr. Evans.) What was said at that time?
A. He told me that he felt the best thing for me to do would be to take a withdrawal from the union; he said they couldn't do anything for me, and it wasn't going to be A. F. of L. down there.
Q. (By Trial Examiner Ruckel.) It wasn't what?
A. The A. F. of L. was not going to get in there after the election.
Q. (By Mr. Evans.) Was anything else said at that time?
A. No, I don't believe there was.
Q. Do you recall whether or not anything was mentioned as to Otten and Bunzy?
A. Yes, he told me Mr. Bunzy and Mr. Otten could not do anything for me, that the Company could do more for me than they could.
Q. Bunzy is president of the local?
A. At this time, yes.
Q. And Otten was what?
A. Recording secretary.

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345 *Cross-Examination.*

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346 Q. When Mr. Wortz told you he thought it was a bad policy for a foreman to wear a button did he ask you to withdraw from the union at that time?

A. No, sir, he did not.

Q. You say you did sign a withdrawal from the union?

A. Yes sir.

Q. Whatever happened to that?

A. Mr. Wortz got that.

Q. After that what happened to it?

A. I don't know what happened to it then.

Q. You did not withdraw?

A. No, sir. I wrote in to the union after I found out where I made my mistake and told them not to accept any written letter containing my name on any such matters, and at that time I did write that withdrawal it was with the understanding that foremen were allowed in the union.

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347 Q. Mr. Wortz, you say, did tell you that he thought foremen should not be members of the same union that men under them belonged to, is that correct?

A. No, he didn't say anything of that type to me.

Q. He just said you should not wear a button?

A. That is right.

Q. At that time he did not say you should not be members of the same union?

A. No.

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348 Q. (By Mr. McRoberts.) He just asked you to withdraw, and you withdrew and signed a withdrawal?

A. That is right.

Q. But you never heard of that withdrawal after that time?

A. No.

Q. It was never sent in to the union that you know of?

A. It was never sent in to the union, no sir, that I know of.

Q. Was it in pen and ink, you say?

349 A. Yes.

Q. Did you write it out?

A. Yes. I have a duplicate of it at home.

Q. Pardon?

A. I have a duplicate of it at home.

Q. It just said "I withdraw from the A. F. of L.", or something to that effect?

A. Yes. I wrote it to Mr. Otten, recording secretary.

Q. (By Trial Examiner Ruckel.) You wrote it to who?

A. Mr. Otten, recording secretary of the A. F. of L.

Q. But you did not send it to him?

A. No sir.

Q. You sent it to who?

A. I gave it to Mr. Wortz and he said he would take care of that.

Q. (By Mr. McRoberts.) After giving it to him that is the last you saw or heard of it?

A. Yes sir.

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350 JOHN B. WILDT, a witness, called by and on behalf of the National Labor Relations Board:

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Direct Examination.

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Q. You work for the East Alton Manufacturing Company?

A. That is correct.

Q. And you have worked in the Smokeless Division for about how long?

A. Since December 31, 1940.

Q. Shortly after you were hired there and started to work did you have any conversation with any foremen about unions?

A. When the A F of L started in the smokeless powder division, at the time,—that was in January—my foreman—supposed to be a supervisor or foreman, I don't know just what title he does have.

Q. (By Mr. McRoberts.) What was his name?

Q. (By Mr. Evans.) Tell us his name.

A. L. Canhan.

Q. C-a-n-h-a-n?

A. That is right; he came to the office in the storeroom and called the boys that were working on the store-
351 room floor in one by one, and the foreman was in there, Bill Jones, and he asked us to think it over before joining any organization.

Q. (By Trial Examiner Ruckel.) He called you one at a time?

A. One at a time, yes.

Q. From where?

A. From off of the stockroom floor.

Q. And called you to where? The office?

A. The storeroom office.

Q. The storeroom office?

A. Yes sir.

Q. Who was present there?

A. Bill Jones.

Q. Canhan called you and told you to go to the office?

A. No, he called us in the office. The office is right off the storeroom floor.

Q. The foreman there is Jones?

A. Yes sir.

Q. (By Mr. Evans.) What did you say Jones' position was?

A. Jones was foreman of Number 5 storeroom.

Q. How many employes at that time were called into the office?

A. There were three of us.

Q. You say there were three of you?

A. Yes sir.

352 Q. Were you asked to sign an individual contract after you started to work for the company?

A. I was; yes.

Q. About when was that?

A. That was the first of May, 1941.

* * * * *

Q. And when you returned did you have any conversation with anybody about it?

A. Not that day; no.

Q. Did you at any time?

A. Yes; I had a conversation with my foreman, Mr. Canhan, about the contract and about the union.

Q. About how long after your signing of the contract?

353 A. Well, I would say that was about two or three days.

Q. Where did that conversation with Canhan take place?

A. The conversation with Canhan took place at No. 5 storeroom.

Q. Who else was present?

A. There was three boys on the floor but I don't think they heard any of the conversation.

Q. What was said at that time?

A. Mr. Canhan asked me if I had signed my individual contract, and I told him yes.

Q. What else was said?

A. And Mr. Canhan and I discussed the union, or the A. F. of L., and I told him I joined the A. F. of L.

And, he asked me if I thought it would do me any good.

And I told him I wasn't sure; that I belonged to the A. F. of L. organization once before in Wood River and I didn't think very much of it, but being as how the rest of the boys in the storeroom had joined the A. F. of L., why I wasn't going to be one to stay in there and not join it.

Then the conversation just went from one thing to the next.

Q. Well, tell us what else was said.

A. Well, Mr. Canhan went ahead to tell about his brother-in-law in Washington that works in a lumber mill, and he said that they were out on strike out there

354 about six months out of the year, and he asked me if I wanted to be like that; be out on strike about half of the time.

And I told him, no.

Q. Anything else said?

A. Mr. Canhan asked me if I thought the A. F. of L. would do me any good, and I told him yes, I did.

And Mr. Bunzy at the time was—they had a wage scale at the Monsonto Chemical Company, and he showed me the rate scale for the stockroom clerks of that company, which

was 92 cents an hour, and I told Mr. Canhan that I would join any organization for 92 cents an hour.

Q. Anything else said?

A. That is about all I recall. We discussed this individual contract.

Q. What was said about that?

A. And Mr. Canhan showed me where if I had this contract, where it would mean about five cents more on the hour, by having this individual contract, than if I joined an organization and lost it.

Q. Was anything said about the Independent Union?

A. No, sir—or, wait a minute; I will take that back. Mr. Canhan said that he thought the Independent Union could do more for me than an outside union.

Q. Did you wear an A. F. of L. button in the plant?

A. I did; yes.

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371 JADY B. CHAPMAN, thereupon resumed the witness stand:

Direct Examination (Continued.)

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388 Q. After the election on May 6, 1941, did the Company continue to deduct dues for employes in the smokeless powder division and include those among the dues turned over to you each month?

A. After the election?

Q. After the election in the smokeless powder division on May 26th, 1941?

A. Yes sir.

Q. Is the Company still deducting dues for employes in the smokeless powder division and turning those dues over to you each month?

A. I think so, yes.

Q. Do you have the financial statement of the union for August, 1941?

A. Yes sir.

Q. Does the financial report reflect certain amounts paid to individuals for obtaining members?

A. May I ask again just what month you said?

Q. August.

389 A. To August 1 or from August 1?

Q. From August 1 to September 1. Does the financial report for that month indicate such names?

A. Yes sir.

Q. Will you read to us the amounts that were paid to various individuals for the month of August?

A. Rudolph S. Hale, $3.60. Frank Pfeiffer, $23.75. Morris Medford, $30.25. Raymond Hutchins, $3.00. Earl Greeling, $29.50. Willie Holder, $10.25. Melvin Taylor, $50.05. Lois Franklin, $9.25. Edith Brenner, $8.00.

Q. What were these amounts paid for—I beg your pardon. Did you have some more there?

A. Yes.

Q. Read the rest of them, please?

A. James Carroll, $7.25; Leslie Britton, $3.25. Emil Lang, $3.25. Ed. Nolan, $4.25. Gilbert Clark, $10.25. Harry Frazer, $3.50.

Q. What were those payments for.

A. They were listed as miscellaneous expense incurred in obtaining memberships.

Q. What was the agreement with the individuals as to how much they would get for that work?

A. The Board knew—

Q. That is the Union board?

A. Yes, the Executive Board of the union knew
390 there would be quite a bit of expense in obtaining members, so they arrived at twentyfive cents each would be fair reimbursement.

Q. So these wage assignment statements and application cards were distributed to various persons, beginning August 1941, with the understanding that those returned, signed, they would get twentyfive cents for each such statement signed, is that correct?

A. That is correct.

Q. (By Trial Examiner Ruckel.) Your records then show Melvin Taylor obtained approximately two hundred new members?

A. Yes sir.

Q. Fifty some odd dollars?

A. Yes, for the month of August.

Q. 1941?

A. That is right.

Q. (By Mr. Evans.) Did that proposition continue up to the present time?

A. Yes sir.

Q. And your subsequent financial statements indicate similar amounts paid to those and other employees for later months?

A. Not near as much.

Q. August was the big month, is that it?

A. Yes sir.

Q. Did the representatives and committeemen like-
391 wise receive twentyfive cents commission for each new member?

A. The committeemen did; the representative did not.

Q. So in addition to the ones indicated in August 1941, for those you have read, there were additional ones which the representatives obtained?

A. Yes sir.

Q. (By Trial Examiner Ruckel.) What department does Melvin Taylor work in—Melvin or Melville, which is it?

A. M-e-l-v-i-n.

Q. What department did he work in in August 1941?

A. As far as I know it was in the metalic department.

Q. Metalic manufacturing?

A. Yes sir.

Q. (By Mr. Evans.) Was there any instructions given as to where the employes would solicit these new memberships and wage assignments?

A. I don't know what the other fellows did, but any that I instructed I told them not to do it on company time or property. They were instructed that way.

Q. You do not know whether they followed your instructions or not?

A. I couldn't say, no sir.

* * * * *

394 *Cross-Examination.*

Q. (By Mr. McRoberts.) Your union, the independent union, still has some members over in the Smokeless Powder Division who are now working for the East
395 Alton Manufacturing Company, does it not?

A. Yes sir.

Q. Just a few members still over there?

A. Yes sir.

Q. And it is their dues that have still been collected and their wage assignments which have not been canceled?

A. That is right.

Q. And their dues have been remitted to you during the last few months?

A. Yes sir.

Q. About how many of them are there?

A. Twentyfive or thirty.

Q. With respect to this booklet, Mr. Chapman, Exhibit number 14, I believe the representatives of the Company advised the representatives of the independent union sometime ago that they were going to put out some such a booklet as this?

A. Yes.

Q. And you suggested to them it would be helpful if they included in that booklet a copy of these contracts, is that correct?

A. May I answer it this way: That the union intended to make a booklet with all contracts and working agreements so each employe would have one that they could carry with them, and our methods of distributing had
396 been so bad, and when the Company suggested putting out a booklet, that they were going to put out a booklet stating from the founding of the Company, we asked would they insert the working agreement and the contract.

Q. And they inserted not only the working agreements, but grievance procedure and this basic agreement as well?

A. Yes sir.

Q. And you on several occasions—and by you I mean representatives of the union, on several occasions had meeting with the Company representatives and asked them when these booklets were going to come out?

A. Yes sir.
Q. You wanted them and you asked for them?
A. Yes.
Q. And they were eventually issued a short time ago, is that correct?
A. Yes sir.
Q. Within the last month or two?
A. Yes, within the last month or two.

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400 Q. I believe you testified yesterday in June 1941 the Company did not demand to see any evidence as to the number of members which the union had?
A. I don't think they did.
Q. But I think you testified that you left the impression—the union representatives left the impression with the Company you did have a majority?
A. Yes sir.

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435 CHRIS MEISENHEIMER, called as a witness by and on behalf of the National Labor Relations Board:

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Direct Examination.

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436 Q. You work for the Western Catridge Company?
A. Yes, sir.
Q. What department do you work in?
A. Casting shop.
Q. About how long have you worked for the company?
A. I hired in in 1933.
Q. Do you hold any office or position with the Independent Union?
A. I am a representative of that department on our shift.
Q. How long have you been representative?
A. Since last spring, along in February, I think, the latter part of February, I think, I was appointed representative or elected representative.

Q. Elected by the group in the cast shop?
A. On our shift.
Q. What shift was that?
A. No. 1.

* * * * *

439 Q. Mr. Williams, Burdette Williams and Mr. William Elliott worked in the same department you did?
A. They worked in the same department I do or did.
Q. After their discharge did you discuss that matter with Mr. Day?
A. Yes. We held a meeting in the brass mill office and I told Mr. Day according to our working agreement that the Independent Union had, that they had no right to discharge them men without taking it up with the union representatives first.
Q. I show you Board's Exhibit No. 15 and ask you to state whether or not that is the agreement to which you refer, or a copy of it?
A. This is a copy of the agreement, and I based my argument on "When management wants to remove a man from the job they must show the union representative beyond a reasonable doubt the man has failed in one of the following—"
Q. That is Paragraph No. 9?
A. No. 9.
Q. Then it sets forth the A, B, C, D, and E provisions?
A. Provisions. And, I told Mr. Day that he should have taken that up with the representatives before he discharged them men.
Trial Examiner Ruckel: Before he discharged whom?
440 The Witness: Mr. Williams and Mr. Elliott.
Q. (By Mr. Evans.) What did Mr. Day say?
A. He said he realized that it was a mistake; that it would never happen again.

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449 PROCEEDINGS.

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480 WILLIAM ELLIOTT, called as a witness by and on behalf of the National Labor Relations Board:

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Direct Examination.

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Q. Did you work for the Western Cartridge Company at some time?

A. About 13 years, I guess.

Q. Beginning when and to when?

A. Well, the first time was in 1925, and I guess I worked a year and a half.

Then, later, about the latter part of 1927, I think I worked something like a year; probably a year and a half.

Then, the last time I worked from November of 1930 until July, 1941.

Q. In 1937 you were working at the plant?

A. Yes.

481 Q. Was there an effort by the C. I. O. to organize sometime during that year?

A. Well, there was. They were soliciting and passing out handbills along about that time.

Q. Did that begin before or after the beginning of the Independent Union?

A. Before.

Q. Did you sign a card for the union at that time?

A. I did.

Q. The C. I. O. union?

A. Yes, sir.

Q. And did you attend meetings of that union?

A. I attended several meetings.

Q. Thereafter did anybody solicit you to join the Independent?

A. Oh, yes.

Q. And who was that?

A. Gus Robinson was the first man that ever solicited me to join the Independent.

Q. Who was he?
A. He was an employee that worked in the casting shop.
Q. Did that take place in the shop?
A. It took place in the shop; yes.
Q. Anybody else solicit you?
A. Yes; Bill Keil.

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483 Q. Did you later sign a card for the Independent Union?
A. Oh, yes; later I did.

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Q. Had you ever become a department committeeman for the Independent Union?
A. Yes.
Q. About when did that occur?
484 A. I think it was last February, probably the last of last February, 1941; somewhere along about that time.

* * * * *

Q. Did you ever have any conversation with Mr.
485 Day about the Independent Union last spring?
A. Several times; several different occasions.
Q. When, approximately, was the first time?
A. Well, I would say it was probably in the latter part of February.
Q. Where did the conversation take place?
A. In the brass mill office; in his office.
Q. Anybody else present at the time?
A. I don't think so, no.
Q. What was said at that time?
A. About the Independent Union—well, Mr. Day at different times called me up to the office, his office, and asked me about different things, work and the union, and we discussed unions and the work and the kind of work and the qualifications and all of the men that worked there, and some way to better conditions.

And he talked to me about the Independent Union and he asked me—he told me—he said that he didn't see any reason why the Independent Union couldn't be made to work. He says, "Now, Bill, you are the only man back there can put the union inside or out."

Now he said, "It is up to you, and I am counting on you to help me."

Well now, I said, "Mr. Day," I said, "I never solicited any union of any kind." I said, "I would not ask a
486 man to join any union; I never have and I don't expect to. But," I said, "it is not up to me to help these men make their minds up." I said, "They don't especially like that union for different reasons. They have been told it is a company union."

* * * * *

Q. (By Mr. Evans.) Go ahead.

A. I told him that the employees had been told by different representatives of the union it was a company union, and I said, "I don't know whether it is or not, but I have been told it is."

And I said, "You can't expect me to go out there and try to sell that union to those fellows if they don't want it."

Well, he said, "You can do it. You are the only man out there that can do it."

Well, I said, "Maybe I am, but I can't do it. I won't do it," I said. "I don't want anything to do with it, no more than if there is anything I can do to help you out and these men out at the same time, I am perfectly willing to do it. But," I says, "when it comes to the question of putting the union over," I says, "you can count me out."

487 Q. You say this conversation took place the latter part of February, 1941?

A. The latter part of February.

Q. Was that shortly after you had become the committeeman for that department?

A. Committeeman.

Q. Later on did you sign for the A. F. of L.?

A. Yes; I did.

Q. About when was that?

A. I think that was sometime in July. I signed the card sometime in July; I am not sure.

Q. Did you resign from the Independent Union at any time?

A. Yes; I resigned from the Independent Union along the first of July.

Q. 1941?

A. 1941.

Q. And did you stop your wage assignment?

A. I stopped the wage assignment.

Trial Examiner Ruckel: How did you do that?

The Witness: I had to go over to the Independent Union office over here and sign a card authorizing them—the company, to stop the wage assignment.

* * * * *

488 Q. (By Mr. Evans.) After Gruner became the committeeman from that department, did he solicit employees there to join the Independent Union?

A. Yes, sir; most every day.

Q. Did he do so in the presence of foremen?

A. Yes. I happened to be standing right next to him, talking to the foreman, when he was talking to a new employee there, trying to get him to join the union.

Q. What was the name of the foreman?

A. Otis Cooper.

* * * * *

489 Q. Were you ever elected to any office in the A. F. of L. union?

A. Financial secretary.

Q. When did that occur?

A. The 23rd of July, 1941.

Q. What local was that for?

A. 333 International Molders and Foundry Workers Union.

Q. About that time did you have some discussion with some foreman about a shift change?

A. Yes; with Orville Carlton and Terry, Clyde Terry.

Q. What was Carlton's job?

A. I am not sure at the time, but I found out afterwards he was assistant superintendent out at the mill

490 at night; in the brass mill at night.

Q. What was Terry's job?

A. He was foreman in the casting shop on my shift.

Q. Tell us what this was about; what was said.

A. Well, it was about a change in shifts. They had a shift bulletin up on the board and they wanted to change for a new one, so they brought them up and hung them up on the bulletin board, and wanted all the men to look at it to see what they thought of it.

So, we all decided, that is, the majority, that they didn't

want anything to do with it; they didn't want the new bulletin, after we had been told that it lost us money.

Mr. McRoberts: What?

The Witness: That we would lose money.

Trial Examiner Ruckel: That you would lose money by reason of what?

The Witness: By reason of the change in the shift.

Trial Examiner Ruckel: When you say you didn't want the bulletin, you mean you didn't want the change that the bulletin notified you of?

The Witness: That is right.

Q. (By Mr. Evans.) Were you to sign this bulletin notice if you were in favor of it?

A. Yes, sir.

Q. Who told you that?

491 A. Terry.

Q. And did you sign it?

A. No; I didn't sign it.

Q. Anything else said between you and Terry at that time?

A. Oh, yes, we discussed it. I said, "Have you figured that new bulletin out, that new schedule out, that is on the bulletin board?"

He said, "No."

And I said, "Figure it out."

And he said, "Why?"

And I said, "I have been figuring it out, figuring out how many extra days work you have in a year, and see how much overtime you lose at the end of the year."

He figured it out. So, he and I went over on my furnace and figured it out, and he said, "Well, I didn't know that."

And I said, "I didn't know either until I figured it out."

So he said—well, he said, "I am supposed to go around and ask all you fellows to vote on it." He said, "You can vote on it if you want to or not, if you don't want to." And he said, "I have a list of names of the men on the shift, and they are supposed to vote yes or no."

So I said, "Well, that is a poor way to vote. It is supposed to be a change manipulated some way by the

492 Independent Union; anyway, they had something to do with the change, or schedule,—the Independent Union was supposed to have."

Trial Examiner Ruckel: You said that to him?

The Witness: No; he said that to me.

Well, I said, "If they wanted them to vote on it, why not let them vote in the proper manner?" I said, "That is the kind of vote Hitler gave the Czechs when he took the country over."

Well, he said he didn't think very much of it himself, but if they want to have the men vote, why not give them the privilege and let them vote on it. And I said, yes, that is the way I thought about it too.

So, we had quite a lot of discussion, and several other fellows joined in it. They was not very much impressed with the goodness of the changeover.

Q. (By Mr. Evans.) Did you later have a conversation with Carlton then?

A. Yes. Terry, I suppose, told Carlton. So he said, "Bill, what have you got against that change in the schedule?"

I said, "There is lots of things against it." I said, "In the first place, we lose money on it; in the second place, we haven't enough time between changes of the shifts." I
493 said, "You have no time at all between the two shifts."

Well, he said, "If you made up your mind, there is no use for me to try to sell you this," he said, "but the fact is, we want to get all the men working together on the same shift." He said, "You know there is a lot of men out of town that work here now." He said, "Some of the men have bought new cars on the strength of other employees riding with them to help pay for them."

I said, "If a man would buy a new car on the strength of somebody else helping him pay for it, he must be silly." I said, "I am not obligated to do anything like that," I said. I said, "Are you obligated to pay for somebody else's automobile?"

And he said, "No."

Q. Did you have any further conversation with Mr. Carlton about that?

A. I said, "Have you figured out how much money we lose at the end of the year?"

And he said, "No."

And I said, "Figure it out."

He would not discuss the loss to the employees about

that. He didn't say much more that night, but he came up the next night and he said, "Hello, Bill, how are you?"

And I said, "O. K. How are you?"

He said, "I am mad as hell."

494 I said, "What about?"

He said, "You told the men up here that I said that the new schedule was losing money."

I said, "Now, I am not sure that I said that, but," I said, "you don't deny it, do you?" I said, "After all, it is true, isn't it?"

Well, he didn't say whether it was or not. But, he says that he didn't like to have me tell the men.

Well, I said, "I am not sure that I told them that you said that."

"It is something or other," he says, "something else."

And I says, "Maybe I did tell them. Even if I did," I said, "what of it?"

And he said nothing.

I said, "Let us forget about it."

And he said, "It is not worth arguing about."

Trial Examiner Ruckel: When was that conversation?

The Witness: That was around about the 22nd or 23rd —I think it was on the 22nd and 23rd of July.

Trial Examiner Ruckel: Was it before or after you were elected financial secretary of 333?

The Witness: It was after.

Trial Examiner Ruckel: Well, I thought you testified that you were elected financial secretary on the 23rd of July.

495 A. That was about the night I was elected. The first conversation I think over there was on the night that I was elected financial secretary.

Trial Examiner Ruckel: And the second conversation was the morning after you were elected?

The Witness: Not after. We were working the midnight shift then. The first conversation was one day before and the second on the same day as the election of the union; I am not sure, but it was around there somewhere.

Q. (By Mr. Evans.) Do you know Herschel McCauley?

A. Yes.

Q. What is his job with the company?

A. Well, he has been with the company a good many years. His job last year, I think, was—the first of last year he was assistant superintendent in the brass mill, or he held that position.

Q. In July, 1941, was he still in that position?

A. No; I think he was transferred out to the employment department, employment office.

Q. Did you have any conversation with him about the Independent Union?

A. Oh, several times.

Q. Did you have one in July?

A. I am not sure I had a conversation with him then, but he was in the employment office in July—

496 Q. When did you have the conversation with him about the Independent?

A. Well, when we were negotiating the contract for the cast shop, he was P. W. Day's assistant, he was holding that capacity at that time, and I had several conversations with him then, personal conversations along in, I would say, February or March; probably up until April.

Q. Did he at one time ask you to solicit men to join the Independent?

A. More than one time he asked me. He asked me more than one time why I didn't get behind the Independent Union to try to make something out if it.

Q. And what did you tell him?

A. I said, "Herschel, Chapman told me—" he is the president of that union— "that it was a company union; it was formed by the company, for the company's own benefit." And I said, "He told the men that at a meeting one night." I said, "Do you expect me to go out there and ask those men to join that union?" I said, "Just between you and I, is it a company union?"

And he said, "Off the record, it is."

* * * * *

Q. (By Mr. Evans.) Well, what happened about your job in July?

497 A. I was fired.

Q. Who fired you?

A. P. W. Day.

Q. What day was that?

A. The 25th.

Q. Did you have a conversation with him?

A. Oh, yes. I had a lengthy conversation with Mr. Day at the time I was fired.

498 Q. (By Trial Examiner Ruckel.) July 25th, you say you were discharged?

A. The 25th, yes.

Q. (By Mr. Evans.) July 25th?

A. Yes, sir.

Q. Was anybody else present at the time?

A. Not at the beginning of the conversation, but at the finish of the conversation he nodded his head for Bernard, and he is personnel man in the brass mill; he nodded his head for him to come over, and he came over and took a seat.

Q. What was said before Bernard came over?

A. Mr. Day called me in, and I was off that day, and my wife told me Mr. Day wanted to see me; so I went down to his office and sat down, and he said "Sit down" and I said "All right", and he had a kind of belligerent manner, and he said "I called you in to tell you you haven't a job here any more", and I said "That is funny, what is it all about?" and he said "You stuck me in the back, and let me down", and I said "I stuck you in the back and let you down? What do you mean? He didn't exactly explain himself, but he went ahead to tell me—the conversation led up to the fact I had let him down on the independent union, and I said "No, I didn't let you down", and I said "I made a bargain about it one day with

499 you, and I have kept it, and I never let you down, and the Company let you down". I said "I went out and sold you to the men that worked in the casting shop", and I said "You told me what you could do, what you would do, that they would get a square deal", he said he knew they had never had a square deal before, but as long as he was superintendent out there he would see they had a square deal. I said "Now, when you find out you cannot give the men a square deal you want to tell me I have laid down on you" and I said "I have done everything I could to help you in every way I could, and now all I get for it is getting fired".

Q. You say Mr. Bernard was called over?

A. He was called over. After that we got into a conversation about back pay.

Q. What was that?

A. We had a conversation about the bonus, and we used to work under a bonus system, about the money that the Company beat the men out of under the bonus system, and I had that conversation with Mr. Day before.

Q. How long ago was that?

A. The discussion about—

Q. About the bonus? Was that back of 1938?

A. 1938, I think they started to quit paying the bonus along the early part of 1939, I am not sure.

500 Q. You and Mr. Day had a discussion about the bonus?

A. We had a discussion about the bonus. He wanted to know what was the matter with the men out there, at different times, and I told him the biggest majority of the men that worked out there talked about it and they all know how much money they were beat out of under the bonus system, and that kind of rankled them, and I said "You know it was a bonus you promised to pay some hourly men and the other men that were put on the bonus, and it is different, and they make more metal now than we did at any time they were working under the bonus system."

Q. Was Bernard present in this conversation?

A. Not right there until the very last.

Q. Go ahead.

A. I told him they made a lot less money for the amount of work they did, and I said "That is one thing that is the matter with the men", and I said "You know all that money"—some of the men kept track of the money the company beat us out of on the bonus, and it ran into four figures, and I said "That is what makes some of the men mad out there." He said "We don't owe you anything", and I said "Yes, you do. You remember a couple of months ago when you and I were discussing the matter you called me up here to find out what was the matter with the men in the casting shop, and why they were dis-

501 satisfied, and we discussed that before, and I gave you a figure of how much they beat me out of and you

said to me the Company still had the records of how much money they beat us out of on the bonus system", and I said "You know they owe that money" and he said "Bill, if you think you have a just claim against the Company I will call a conference with the management and we will try to get this thing straightened out", and I said "No, I am not that smart, Mr. Day." At the present time I was kind of upset, and I said "When I have a conference with the management I would like to have a lawyer around to kind of defend me", and he said "All right", and that was about the time he called Bernard over; so the conversation didn't last much longer, and he just went ahead and said "Bill, I am sorry I have to do this, it is not my idea", and he said "I would rather fire any man that works for me than I would you", and I said "Why" and he said "For different reasons." I said "I think I know the reason", I told him what the reason was, I said "Because I was always a little more honest with you than anyone you could find" and he said "That and a few other things; I could always depend on you to tell me the truth" but he said "I have orders to fire you, and you don't expect me to lose my job over not firing you, do you?" and I said "No, I don't expect you to lose your job over not firing me" and I said "I think I know what you are up
502 against just as well as you do", and he said "Well, you understand the situation", and I said "Yes, perfectly", and he said "I wish you a lot of luck" and he said "Be careful and take care of yourself."

Q. Did you have any conversation then with anybody else?

A. Yes, after I left the office I went out to see Mr. Haddelton.

Q. The personnel manager?

A. Yes, Mr. Day told me I could stop and see Mr. Haddelton, and I went to see him.

Q. Did you see him?

A. Yes.

Q. Was anybody else present at that time?

A. No, he was by myself.

Q. What was said at that time?

A. I just told him who I was, and I just got fired, and

what I thought it all amounted to, and he said "I am sorry, there is not a thing I can do. I don't know, what seems to be going on, to tell me this, and during the last war everybody was crazy", and he said "The same thing this time, everybody acts crazy to me", and I said "All right" and he said "There is nothing I can do" and I said "Thank you."

Q. Did you go to see anybody else?

A. Mr. Schotters, the general plant superintendent.

503 Q. Did you see him?

A. Yes.

Q. Where?

A. In the main office, in the lobby.

Q. Was anyone else there at that time?

A. There was no one in the conversation. There were several in the building, but not in the conversation.

Q. What was said at that time?

A. I went in ano I said "I am Bill Elliott; I did have a job out in the casting shop, but I just got fired" and he said "Oh, yes, this man Olds called me about you about five minutes ago", and I said "What has he got to do with firing me?" and he said "I don't know, you will have to find out". I said "Oh, you are firing me for union activities" and he said "I didn't know you belonged to the union", and I said "That is funny, you just got through telling me that Olds called you up about me and he is the union organizer", and he said "I am not firing you for that", and I said "What are you firing me for?" and he said "For making insinuating remarks about the management" and I asked him what kind of remarks I had made, and he said "About the Company beating you out of money", and I said "Well, didn't they?" and he said "The Company doesn't owe you a damned cent" and I said "Oh, yes, they do" and he said they didn't do business that

504 way, and I said "May be they don't, but they did"; and he said "I am new here, I have only been here since January" and I explained to him the bonus system we worked under for several years, and he said "I am new here, and I don't know anything about it, and I would have to look it up" and I said "You are new, and still

you say the Company doesn't owe me a damned cent?" and he said "I would have to go into that."

Q. Was anything else said?

A. He told me that no one—that he was not firing me for union activities, but he said "Anyone that has any remarks to make about the management will be fired", and I said "What are you going to do, fire everybody that works for you", and he said "No" and I said "You say that is the reason for firing me, I have heard several people making remarks about the management" and I said "I have been here a long time, and I know several people, and I don't know any yet that didn't have some remark to make about the management" and he said "Who were they?" and I said "I didn't say" and I said "I heard some monthly salaried men make remarks about the management", and he said "Who were they?" and I said "I didn't say", and he said "Anybody who makes remarks about the management will be fired", and I said "You had better fire all of them then" and I said "I have heard people make remarks about the management

505 I wouldn't begin to think of."

Q. Have you ever been called back to work since that time?

A. No, I never have.

Mr. Evans: That is all.

* * * * *

518 Q. I think you said you had several conversations with Mr. Day?

A. I did; I had several conversations with him.

Q. In which the independent union was discussed?

A. We discussed working conditions, and the work, and the metal, independent union, and various other subjects.

519 Q. How many discussions did you have with him in which the independent union was discussed?

A. Practically every one I had with him we got around to discussing the independent union.

Q. Over what period of time?

A. I would say a period of two months, may be once or twice a week.

Q. What was the substance of those conversations with him?

A. He told me different times about the union.

Q. About the independent?

A. About the independent, and he said that he didn't see any reason why the independent union couldn't do good work, and I said it could if it had proper representation, and I said if it was just something like the Standard Oil we could, and we talked about the Standard Oil union and I told him we couldn't get that because it is a Federal union, or at least it was, of petroleum workers, and we couldn't get anything like that, and I said that it might be made to work if it was started and rebuilt from the ground up on different lines, and he said he didn't see any reason why it couldn't be done that way, and he said "Why don't you get behind it and try to do something with it?" and I said "I am not much of an organizer myself."

Q. What date was it you testified you joined the A. F. of L.?

A. I think it was the 23rd of July, 1941.

520 Q. (By Mr. McRoberts.) Is that the date you joined or were elected to office?

Q. (By Trial Examiner Ruckel.) You testified you were elected to office the 25th of July?

A. Elected to office. It was somewhere near the 5th or 6th when I really joined the organization.

Q. Of July?

A. Yes. What I mean by joining is signing up with the A. F. of L.

Q. When did you resign from the independent?

A. Somewhere around the first of July.

Q. That is, the time you resigned as an officer of the independent?

A. I never was elected an officer of the independent and I kind of checked up the men who worked on my shift in the casting shop.

Q. As representative?

A. Representative.

Q. About when was it that you resigned from the independent, you say?

A. It was around the first of July.

Q. It was before you joined the A. F. of L.?

A. It was before or about that time; it was close to that time.

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522 Q. (By Mr. McRoberts.) Mr. Elliott, in these conversations with Mr. Day were you presenting various grievances that you or the other men in the shop had?

A. No, it was more—Mr. Day would call me to his office and ask me about different things and changes, and he was new on that job, and he would call me out there and ask my advice about different changes in the casting shop, and I would make recommendations to him for the changes, and he did follow some of them.

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523 Q. (By Trial Examiner Ruckel.) After you were told you were discharged, and before you saw Mr. Schotters, did you speak to Mr. Olds to tell him you had been discharged?

A. No, I didn't have any opportunity. I left Mr. Day's office and immediately went to Mr. Haddelton, and from Mr. Haddelton's office I went down to the main office, to see Mr. Schotters.

Q. How soon after you were told you were discharged was it Mr. Schotters told you Mr. Olds had called up?

A. I would say thirty minutes, because I sat and talked probably thirty minutes, or longer, after he told me I was discharged, and I said "It is strange all of a sudden you make up your mind to fire me, Mr. Day" and I mentioned about joining the union, and he said "I didn't know you joined the union" and I said "That is funny, Mr. Anders—" he is Mr. Day's assistant in the cast shop—he said he named practically all the officers of it that had been elected the night before.

Q. Who did?

A. Charles Anders.

524 Q. He is Mr. Day's assistant?

A. He is Mr. Day's assistant.

Q. To whom did he name them?

A. To some of the fellows who were talking.

Q. To whom did he name them? Did you have a talk with Mr. Anders?

A. There were two other fellows he was talking to, and I was taking the conversation in, and I was standing close to him.

Q. What did Mr. Anders say?

A. He said "How about you?" and I made some slight remark about it, and I don't know exactly, but it was some joking remark to him "I am the guy that handles the money" or something like that.

Q. What was the date of that conversation?

A. I would say that was on the morning of the 23rd. We worked the graveyard shift and it was on the morning of the 23rd.

Q. You were elected on the 23rd?

A. I was elected on the 23rd, and it was the next morning; we worked the graveyard shift that night after the election.

Q. What further did Mr. Anders say, if anything?

A. I don't just remember now, he had some few things to say, and I laughed about it, and I went on away.

* * * * *

525 Q. (By Mr. McRoberts.) You say he was joking about the matter?

A. In a joking manner he said "What were you elected to?" and I said "I am the fellow that gets all the money" and he said "There is nothing like having all the money" or something like that.

Q. Who were the other two men he was talking to, do you remember that?

A. Homer Terry and someone else, and I am not sure who else, and I just came out of the bathroom and I was coming in to work, and he works all day, and that is where the conversation took place, right outside of the bathroom door.

Q. (By Trial Examiner Ruckel.) Who started the conversation, you or he or somebody else?

A. He did; he started the conversation.

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559 RAYMOND CLARK, a witness called by and on behalf of the National Labor Relations Board:

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Direct Examination.

* * * * *

Q. You work for the Western Cartridge Company?
A. Yes sir.
Q. About when did you start to work there?
A. September 21, 1940.

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575 Q. Did you go to the plant sometime after that?
A. I was notified Mr. Schotters wanted to have a talk with me a couple or three weeks after that, and I called him up, and he told me to come to his office at one o'clock in the evening.
Q. One o'clock in the evening?
A. Yes, after lunch. So I went down there at one o'clock.
Q. Was anyone else there?
A. No, sir, and we sat down on the bench in the hall, and he said to me "Clark, why did you turn your case over to the Labor Board over at St. Louis?" and I told him the reason, and he said "You should have brought your troubles to me before taking them to the Labor Board, or telling Miss DeSchweinitz about it, you see she
576 takes everything to heart, and it caused me a lot of trouble going back and forth" and he said "Between you and me the union is horseshit, but I will be better to you than you were to me, and I will put you back to work" and I said "O.K." and he said "When does your shift go back on?" and I said "They go back Saturday night at midnight", and that was Thursday, and he said "I will get in touch with Mr. Day and have him call you, and you come back to work" and Miss De Schweinitz told me Mr. Schotters told her the same thing, I was going to work Saturday night at midnight, or I thought I was, so when Friday came I wasn't notified, so I called up Mr. Schotters; so he had me come into the office again.

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595 HOMER TERRY, called as a witness by and on behalf of the National Labor Relations Board:

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Direct Examination.

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Q. You work for the Western Cartridge Company?
A. Yes, sir.
Q. What department?
A. Casting shop.
Q. About how long have you worked for the company?
A. Since July 20, 1933.
Q. Are you an officer in the Molders Union?
A. Yes, sir.
Q. What office do you hold?
596 A. President.
Q. Were you working for the company in 1937?
A. Yes, sir.
Q. Was there any effort of the C. I. O. to organize at that time?
A. There was.
Q. Did you take part in any way in that organization?
A. I did.
Q. Thereafter, in 1937, did anybody ask you to join the Independent?
A. Yes, sir.
Q. Did you sign for the Independent?
A. I did.
Q. Where did you sign?
A. In the casting shop.

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598 Q. When was it you were elteted president of the Molders Union?
A. It was in July.
Q. Do you know what date?
A. No; I don't.
Q. Was that about the 23rd?
A. Somewhere around that time.
Trial Examiner Ruckel: 1941?
The Witness: Yes, sir.

Q. (By Mr. Evans.) This is Local No. 333 of the International Foundry and Molders Union?

A. Yes, sir.

Q. Did you go to work that night after the meeting?

A. Yes, sir.

Q. About what time?

A. Well, it was somewhere around 11 o'clock.

599 Q. Did you have any discussion with any of the foremen about that?

A. The next morning.

Q. What time?

A. It was somewhere around 7 or 8 o'clock.

Q. Who else was present?

A. Gale Groessman and Charlie Andrews.

Q. And Andrews was the assistant superintendent?

A. Well, I don't know. He is some kind of a foreman.

Q. What was Groessman's job?

A. He was foreman also, in the scrap department.

Q. What was said at that time?

A. Groessman said that he understood that I was elected vice-president and Andrews said that he understood I was elected president.

Q. Anything else said?

A. Oh, there was a little kidding going on about that, that was all. I told them I was.

Q. Was what?

A. Elected president.

Q. Who did Groessman say he thought was elected president?

A. Burdette Williams, I believe.

Q. Were the names of the other officers mentioned?

A. Yes.

Q. Who?

600 A. Bill Elliott and Arthur Williamson; I think Hubert Morning was mentioned and Bo Williams, Burdette Williams. We call him "Bo" for short.

Q. Do you know a Mr. Keil; William Keil?

A. Yes, sir.

Q. What is his job with the company?

A. He is a foreman.

Q. In what department?

A. Casting shop.

Q. Did you ever have a conversation with him about unions?

A. Yes, sir.

Q. About when?

A. Well, it was sometime in August, I think.

Q. Where?

A. Up in the casting shop.

Trial Examiner Ruckel: August, 1941?

The Witness: Yes, sir.

Q. (By Mr. Evans.) Who else was present?

A. Nobody.

Q. What was said at that time?

A. He asked me why I though the American Federation of Labor could do more for me than the Independent Union.

Q. What else was said?

A. Well, I told him that I thought they could.

He wanted to know why. He asked if the company
601 hadn't been pretty good to me.

And, I says, "Yes, they have." And I says, "They are a little off on their seniority, but I think that could be remedied some."

Q. Anything else?

A. I don't exactly know. We talked quite a little bit about that there. We had quite a conversation.

Q. That was the substance of it?

A. Yes.

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634 ELLIS McPHERSON, called as a witness by and on behalf of the National Labor Relations Board.

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Direct Examination.

* * * * *

Q. You work for the Western Cartridge Company?

A. East Alton Manufacturing Company.

Q. You work in the smokeless powder division?

A. Right.

Q. How long have you worked in the plant?
A. Six years and nine months.
Q. You are still working there now?
A. Yes, sir.
Q. Anybody ever solicit you to join the Independent Union?
635 A. They did.

* * * * *

Q. Where did he solicit you?
A. In the Hardening house, out at work.
Q. During working hours?
A. Yes, sir.
Q. Did you sign at that time?
A. I did.
Q. Did he ask you to sign a wage assignment?
A. He did.
Q. Did you sign one?
A. I did not.
Q. Did he or anybody else ask you at a later date to sign a wage assignment?
A. He did himself?
Q. How many times?
A. Oh, I would say three different times.
Q. During working hours?
A. Yes, sir.

* * * * *

636 Q. (By Mr. Evans.) Did you ever join the Chemical Workers Union; the A. F. of L. Union?
A. Yes; I did.
Q. About when did you join that?
A. In February of 1941.
Q. Did you wear your union button around the shop?
A. I did.
Q. And when did you do that? When did you begin doing that?
A. In April, I believe it was, the first button we got.
Q. April, 1941?
637 A. Yes.
Q. Do you know an Arthur Arnold?
A. I do.
Q. Does he work in the smokeless powder division?

A. Yes, sir.

Q. What job does he have?

A. He has—

Q. Or, what job did he have in April of 1941?

A. Well, he was a foreman at that time, but I really don't know whether he was a salaried foreman at that time or not, the first part. Towards the last part he was salaried. He was really my foreman.

Q. Did you have any discussion with him about your membership in the union?

A. I did.

Q. I mean, the A. F. of L. union?

A. Yes, sir.

Q. About when did that conversation take place?

A. I believe it was on the 25th of April. I got the date and all down, if you care for me to look.

Q. It is your memory that that is the date?

A. I believe that is the date.

Q. Where did the conversation take place?

A. Right after I went to work, right at the hardening building—right outside of the hardening building, on 638 the Mini Max line.

Q. Anybody else present at the time?

A. No, sir, they was not.

Q. What was said at that time?

A. He asked me about withdrawing from the union. He said that Mr. Smith, Albert Smith, didn't belong, and that Vonnahmen had withdrawed, and that Pitchford was undecided. They was more hourly paid foremen at the time.

Q. You were an hourly paid foreman at the time?

A. Yes, sir.

Q. Anything else said at that time?

A. Well, he asked me about withdrawing.

And, I told him—I said—well, do you want me to tell what we said at the conversation?

Q. Yes.

A. Well, I said, "I don't want to be contrary about it," but I said, "I hadn't thought much about it."

And he said—well, he said, "You know, these fellows

are not—the company don't like for the Independent—or, for the foremen to belong to the union."

Then I said, "I don't want to be contrary," but I said, "You haven't promised me anything if I withdraw." And I said, "If the union comes, I will probably have to belong."

And he said, "If you withdraw, you probably can't get back in."

639 And I said, "Until something else is done, I won't withdraw. I will just stay where I am."

Q. Do you know Mr. Monical?

A. I do.

Q. What was his job about that time?

A. He was supervisor over our shift. There was four different shifts—there is still four shifts out there, and he was our supervisor.

Q. Did you ever have any conversation with him about the union; the A. F. of L. union?

A. Yes; I did.

Q. About when was that?

A. Two days later. That was Friday evening, Mr. Arnold and myself. That was on Sunday evening, two days later.

Q. Where did that conversation take place?

A. Right outside of the hardening house, right at the rolls. The rolls are in the same building that the hardening is.

Q. Anybody else present at that time?

A. No, sir.

Q. What was said?

A. He asked me which I thought could do the most for me, the company or the union.

Well, I told him, "I am not in a position to say right now," but I will tell you just exactly what I told Mr. Arnold, "I will stay where I am until they offer me

640 something, or there is something else doing."

Q. Thereafter did they change your job or any part of your job?

A. He did.

Q. How soon after?

A. Well, I judge it was two months after that time before they had taken me off of that job.

Q. You are not just a production worker?

A. Just a moment. It was later than two months. It was longer than that; probably four months.

Q. You are not just a production worker?

A. Yes; I am.

Q. Did you ever have any conversation with Mr. Wortz?

A. I did.

Q. About when was that?

A. That was in May, the first one. I had different conversations with him.

Q. Where was the conversation?

A. In Mr. Wortz' office.

Q. What was said at that time?

A. He sent for me to come in, and I went in his office and he told me that all of the men was mad at me, and some of them didn't want to work with me.

And he asked what I thought he ought to do with a man like that.

641 Q. This was still while you were an hourly foreman?

A. Yes; it was.

So I told him—I says, "I didn't know that anyone was made at me," and he knew what he could do with me.

So then he begin on me. I had the A. F. of L. button on. He said, "I can't tell you not to belong," and he pointed at the button, and I can't tell you how to vote."

And he told me about the Labor Board had granted a hearing for the A. F. of L., and it was just a few days before that hearing.

And he told me that the job I was on also paid more than I was getting, and if I would go along with him and the company, he would get me a raise right away, and then later on he would get me up to the top of the bracket, and also during the summer we would get beer and get out and have a party and have a good time.

* * * * *

643 *Cross-Examination.*

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645 Q. Mr. Wortz, you say, pointed to this button in this conversation before the election and said, "I 646 can't tell you which way to vote."

A. That is right, "I can't tell you not to belong, or how to vote."

* * * * *

648 CHARLES WOMACK, a witness, called by and on behalf of the National Labor Relations Board:

* * * * *

Direct Examination.

* * * * *

Q. Do you work in the smokeless powder division?
A. I do.
Q. About how long have you worked in the plant?
A. Since about April 4, 1934.
Q. What is your job?
A. Truck driver.
Q. Did you ever join the A. F. of L. union?
A. I did.
Q. About when?
A. About February.
Q. Of this year?
A. Yes, sir.
Q. (By Trial Examiner Ruckel.) What union was that?
A. The A. F. of L.
Q. The Chemical Workers Union or some other?
A. Yes, sir, the Chemical Workers.

Q. (By Mr. Evans.) Was a man named Pivoda 649 your boss at any time?

A. Yes, sir. He is my boss now.
Q. He is your boss now?
A. Yes.
Q. How long has he been your boss?
A. I think he took over about the middle part of April of this year.

Q. Did you ever have any conversation with him about the union?

A. I did.

Q. About when?

A. It was just a few days after he started taking the trucks over.

Q. Where did the conversation take place?

A. In front of Fred Olsen's office in the Smokeless Powder.

Q. Was anyone else present at the time?

A. No.

Q. What did he say?

A. He told me I had better lay low on union talk, they had spotters in the plant; and he went on to tell me he has two brothers who belonged to the union and he thought one had made a horse's ass out of himself, and the other he thought he had bettered himself a little bit, but he hadn't made up his mind.

Q. Were you wearing a union button at the time?

650 A. I was.

* * * * *

657 ELDEN WEISHAUPT, a witness, called by and on behalf of the National Labor Relations Board:

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Direct Examination.

* * * * *

658 Q. You work for the Western Cartridge Company?

A. For the East Alton Manufacturing Company.

Q. You work in the Smokeless Powder Division?

A. Yes, sir.

Q. How long have you worked in the plant?

A. February 22, 1941.

Q. Did you ever sign a card for the Chemical Workers, A. F. of L.?

A. Yes.

Q. About when?

A. About a week later.

Q. After you were hired?

A. After I was hired.
Q. Did you wear a button around in the shop?
A. Yes, sir.
Q. And that was an A. F. of L. button?
A. That is right.
Q. About when did you start wearing that?
A. As soon as the A. F. of L. first came out with a button, and for some days they didn't have them, and right after they got them I wore it.
Q. Do you know Mr. Shindle?
A. Yes, sir.
Q. What is his position with the Company?
659 A. He is shift supervisor.
Q. Was he your boss?
A. Yes.
Q. Did you have any conversation with him about the union?
A. Yes.
Q. About when?
A. It was shortly after I was hired in and there was a lot of talk about union.
Q. About the A F of L union?
A. That is right.

* * * * *

748 OTIS YATES, a witness called by and on behalf of the Respondent:

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Direct Examination.

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Q. Where are you employed?
A. Western Catrdige Company.
Q. What is your position there?
A. Carpenter foreman.
Q. How long have you been with the Company?
A. Nine years this June.
Q. How long have you been a carpenter foreman?
A. Assistant foreman five years, and carpenter foreman about two years.

* * * * *

762 *Cross-Examination.*

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763 Mr. McRoberts: The date is June 4th, and there is no contract with referenec to seniority prior to that date.

Trial Examiner Ruckel: I think the record is clear. The question is have you paid any attention to the contract since that time. Is that the question?

Mr. Evans: That is right.

A. What contract do you have reference to?

Q. The contract between the Company and the independent union.

A. No, we haven't.

Q. In other words, you have followed the same system you have always used?

A. Yes sir.

* * * * *

861 ARTHUR ARNOLD, a witness, called by and on behalf of the Respondent:

* * * * *

Direct Examination.

* * * * *

Q. Where are you employed?

A. Western Cartridge Company.

Q. How long have you been with that Company, Mr. Arnold?

A. Almost eleven years.

Q. What is your position?

862 A. At the present time I am supervisor.

Q. Supervisor in what department?

A. The 4,000 minamax smokeless powder line.

Q. At the moment that is the East Alton Manufacturing Company?

A. Yes sir.

Q. How long have you been supervisor of that particular line?

A. Since last March.

Q. Since March of 1941?

A. Yes sir.

Q. Before that time what was your position with the Company?

A. Since September 1940 I have been foreman in the four thousand minamax line.

Q. The same line?

A. Yes sir.

Q. Before that what was your position?

A. I was ranking control chemist in the laboratory.

* * * * *

954 THOMAS L. WORTZ, a witness called by and on behalf of the Respondent:

* * * * *

Direct Examination.

* * * * *

Q. What is your occupation?

A. Superintendent of the East Alton Manufacturing Company, a subsidiary of the Western Cartridgt Company.

Q. You have been with that Company since July 1941?

A. Yes. I have been there since February 7, 1941.

Q. Between February 7, 1941, and July 7, 1941, you have been with the Western Cartridge Company, is that correct?

A. Yes sir.

Q. Did you then have the position of superintendent of the smokeless powder division of the Western Cartridge Company?

A. No, not until March 1941. Prior to that I had
955 no title whatever.

Q. Mr. Wortz, you were first employed by the Company in any capacity in March 1941?

A. That is right.

* * * * *

990 ALBERT R. KRINARD, a witness called by and on behalf of the Respondent:

* * * * *

Direct Examination.

* * * * *

Q. Where are you employed?

A. Western Cartridge Company.

Q. How long have you been with them?

A. Twenty-six years next Wednesday.

Q. What is your position with the Company at the present time?

A. At the present time personnel work in the brass division.

Q. How long have you been holding that position?

A. I returned to that job on June 4th of this year, 1941.

Q. June 4th, 1941?

A. Yes, sir.

Q. You say you returned to it?

* * * * *

996 *Cross-Examination.*

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999 Q. What rights would Clark lose by signing the quit slip, if he returned to work?

A. What rights would he lose?

Q. Yes.

A. Mr. Day told him he could go back in there and go to work. I don't know of any rights that he could lose.

Q. Any seniority rights or anything like that?

A. No, we have no set up rules on seniority rights.

Q. There was no agreement in effect concerning the brass mill?

A. No, nothing at all in the rolling mill.

Q. You did not know about the agreement between the superintendent and the independent union dated March 14, 1941, covering the brass mill?

A. There is nothing that gives seniority preference that I know of.

Q. Have you ever seen such an agreement?

A. Yes, there was one made out. That was before I ever went back in the mill there, but I have read the thing over.

* * * * *

Q. Just what agreement do you have reference to that you said you read over?

A. The one I suppose was gotten up between Mr.
1000 Day and the boys at the head of the independent union.

Q. Weren't you furnished with a copy of that when you came out to the brass mill?

A. No, nothing was said directly about that right then at all.

Q. Did you go over the working agreement with the independent union—the one that was signed on June 4, 1941?

A. No, I didn't go over that with the independent union. I wasn't involved in that at all. I got a copy of it.

Q. You do not know then what rights, if any, Clark would lose by reason of his signing the quit slip?

A. No, I don't see where he would lose any rights of any kind to go back there and go to work.

* * * * *

1006 ORLAN S. HAMILTON, a witness, called by and on behalf of the Respondent:

* * * * *

Direct Examination.

* * * * *

Q. Where are you employed?

A. Western Cartridge Company.

Q. How long have you been with the Company?

A. Four and a half years.

Q. What is your position?

A. Employment manager.

* * * * *

1013 *Cross-Examination.*

* * * * *

1016 Q. (By Mr. Evans.) Would the signing of the quit slip have any effect upon Clark's rights as an employe?

A. Not that I know of.

Q. Are you familiar with the terms of the contract between—

A. No, I am not familiar with that. It is not pertaining to my department and I am not familiar with its terms.

Q. You are the employment man?

A. Yes, sir.

Q. You have nothing to do with employes once they are employed, is that correct?

1017 A. That is right.

* * * * *

1103 *Cross-Examination.*

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1142 Q. He would also lose his seniority?

A. No.

Q. Who would reinstate his seniority?

A. Seniority for the length of time he had been away would not have affected him one way or another.

Q. Did you check the provisions of the contract to determine how that would affect his status?

A. He was a comparatively new employe.

Q. Just answer the question: Did you or did you?

1143 A. No.

* * * * *

1151 Q. Was Mr. Burdette Williams discharged solely for the fact he was low man in production for the months of May, June and July?

* * * * *

A. That was the principal reason, but also on account of his defiant attitude toward the management force or supervisory force and inability of management or supervisory force to get him to do what he was supposed to do. If we permitted Williams to become insubordinate and be

insubordinate at all times, we might as well let the rest of the shop do the same thing.

* * * * *

1152 Mr. McRoberts: I think that is all.

Trial Examiner Ruckel: Any re-cross-examination?

Mr. Evans: Yes.

Recross Examination.

* * * * *

1171 CHARLES ANDRUS, a witness called by and on behalf of the Respondent:

* * * * *

Direct Examination.

* * * * *

1172 Q. Where are you employed?

A. Western Cartridge Company.

Q. How long have you been with that Company, Mr. Andrus?

A. I started to work the 18th of April 1916.

Q. Have you been with that Company ever since?

A. Yes, sir.

Q. What is your position with the Company, Mr. Andrus?

A. Foreman.

Q. In What department?

A. Casting shop.

Q. How long have you been a foreman in the casting shop, Mr. Andrus?

A. Ever since I have been here.

* * * * *

1233 EARL JONES, a witness, called by and on behalf of the Respondent:

* * * * *

Direct Examination.

* * * * *

Q. Where are you employed, Mr. Jones?
A. Western Cartridge Company.
Q. How long have you been with the Company?
A. A little over fifteen years.
1234 Q. What is your position with the Company, Mr. Jones?
A. Shift foreman now.
Q. In what department?
A. Casting.
Q. How long have you been a shift foreman there?
A. Seven years.

* * * * *

1256 Q. Mr. Jones, did you have William Elliott working under your supervision in 1941?
A. Yes, sir.

* * * * *

1352 GALE GOESSMAN, a witness called by and on behalf of the Respondent:

* * * * *

1353 *Direct Examination.*

* * * * *

Q. Where are you employed?
A. Western Cartridge Company.
Q. How long have you been with the Company?
A. Ever since September 1925.
Q. What is your position with the Company?
A. Assistant superintendent in the casting and scrap department.
Q. How long have you held that position?
A. I had charge of the scrap department until somewhere around six months ago, when Mr. Gerding was put

on as superintendent and I went on as his assistant in both departments.

* * * * *

1394 CLYDE TERRY, a witness, called by and on behalf of the Respondent:

* * * * *

Q. Where are you employed?
A. Western Cartridge Company.
Q. How long have you been with the Company?
A. I was first employed in 1916, and I went out a couple of times.
Q. What is your position with the Company?
A. Shift foreman.
Q. How long have you held that position?
A. I would say eleven years, approximately.
Q. Did you have William Elliott working under you, Mr. Terry?
A. Yes, sir.

* * * * *

1395 Q. Mr. Terry, what do you know about a proposed change in shifts that was being submitted to the men about that time?
A. There was a new schedule presented to the men for their opinion on it.
Q. Did you have anything to do with presenting that to the men?
A. I did.
Q. Did you submit it to Elliott?
1396 A. I did.
Q. What did Elliott say about it?
A. He said he would rather not say yes or no whether he wanted the schedule or the other.
Q. Did he say why?
A. Yes, he said he didn't think he would get as many hours under the new one as the old one.
Q. What else did he say, if anything?
A. That is the only objection he stated to me.
Q. Did he state anything more than that?
A. Yes, sir.

Q. Did you report that matter to Mr. Carlton?
A. I did.
Q. And Mr. Carlton later talked with Mr. Elliott?
A. He did.
Q. Were you present at that time?
A. No, I wasn't present at that time.
Q. You do not know anything about Elliott's conversation with Carlton?
A. No.

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Cross-Examination.

Q. (By Mr. Evans.) Who gave you instructions to go around and question the men about this?
A. The shift foreman I relieved.
1397 Q. Who was that?
A. Mr. Keil.
Q. What did he say to you?
A. He said they would like to know whether the new schedule, the men wanted it or wanted to work under the one they were working under.
Q. Did he give you a list of names?
A. No. We have our men, you see, on our shift, I believe there were 28 men, and naturally when you haven't more men than that you know each one.
Q. Did you have a list you went around and asked them?
A. Yes, we had a list, because we had a clerk in the office to make out a list for their timecards, and we have to have a list.
Q. Did you mark down what each one thought about it?
A. Yes.
Q. Did you turn it into the office?
A. Yes.
Q. Did anybody except Elliott raise any questions about it?
A. Some of them said "No."
Q. Some of them said they didn't want it?
A. Yes.
Q. Did you report that to Carlton, too?
A. No. What I was doing was trying to get the opinion

of all of the men in the group as to whether this new
1398 schedule was satisfactory with them or not.

Q. But you mentioned Elliott particularly did you?
A. No.
Q. Was it just on the paper that you turned in?
A. That was just regular routine.

* * * * *

1409 FRANK C. KRATSCHMER, a witness, called by and on behalf of the Respondent:

* * * * *

Direct Examination.

* * * * *

Q. Where are you employed?
A. Western Cartridge Company.
Q. How long have you been with the Company?
A. Approximately 22 or 23 years.
Q. What position do you hold with the Company?
A. At present I am manager of the brass mill office.
Q. In 1937 what position did you have?
A. I was scrap clerk.

* * * * *

1410 Q. As scrap clerk were you foreman or supervisor there over employes?
A. No. They just had one clerk, and I was that.
Q. And you were it?
A. Yes, sir.
Q. Were you a member of the Western Cartridge Employes independent union?
A. One month.
Q. You were a member for one month?
A. Yes, sir.
Q. Do you remember what month that was?
A. The first month they operated; I can't tell you the date.

* * * * *

1411 *Cross-Examination.*

* * * * *

1414 Q. Did you discharge Mrs. Elliott last summer?
1415 A. Yes, sir.
Q. The same day that Bill Elliott was discharged?
A. I don't remember whether it was the same day or not.
Q. On whose orders did you discharge Mrs. Elliott?
A. It was my own orders as far as orders were concerned.
Q. With whom did you discuss the matter?
A. Mr. P. W. Day.
Q. What was your discussion with Mr. P. W. Day?
A. I didn't thing she was doing her work. That was before Bill was discharged.

* * * * *

Redirect Examination.

1416 Q. (By Mr. McRoberts.) You say you let Mrs. Elliott out? You discharged her?
A. Yes, sir.
Q. What was the reason for her discharge?
A. In this discussion with Mr. Day I was dissatisfied with her work.
Q. You were dissatisfied with her work?
A. I was dissatisfied.
Q. You were dissatisfied with her work?
A. That is right.
Q. You asked Mr. Day about it and he approved your action?
A. I talked with him long before and finally it came to a head and they had to.

* * * * *

1461 THOMAS WORTZ, a witness, called by and on behalf of the Respondent herein,

* * * * *

Direct Examination.

Q. (By Mr. McRoberts.) Mr. Wortz, you have already testified before in this case and identified yourself as superintendent of the smokeless powder division, not the East Alton Manufacturing Company?

A. That is correct.

* * * * *

1480 Q. Mr. Wortz, Mr. Ellis McPherson testified that he had different conversations with you, and in May, the first one in your office, he testified to this effect—

Trial Examiner Ruckel: Who was this witness?

* * * * *

1489 Q. Mr. Bunzy testified that following this meeting in Mr. Schotters' office about which you just testified that you called him down to the office and he went 1490 there, that you told him to come in and sit down "and he said 'Bunzy, I have heard your name a lot', he said 'and I was surprised to see you when you came in the office over here. I expected a man about fifty years old, and a rough sort of a fellow, being mixed up with a union like you are', and he said 'You are a young fellow, and you have a nice personality,' and, I don't know, a lot of stuff, about a good looking fellow and the fellows like me, and he said 'How old are you?' and I said 'Twenty-eight', and he said I could go places with the Company if I would make myself right with them. He said if I would come down to school I could go to Pete Brown and he would teach me how to handle business, or something, and I told him I didn't want it, and he said 'How come we want a union, and what did we want by it, and I told him we wanted working conditions, and he said 'Well, you fellows are intelligent. Why don't you come in as a committee and talk with me about it, instead of going over to East St. Louis and get a potbellied racketeer to do your business for you?' and he gave the union hell at great length.

He just said that it was no good and anyone that belonged to it was no good, and it was a bunch of guys that were bosses and wouldn't work, and they would have the good fellows carrying them through.

"So he said if we would consider it he would show us a contract that they had with other companies—that he
1491 had took part in with other companies. I believe he mentioned Bethlehem Steel or some other steel company.

"And I told him no, I didn't care for it, and he asked me again if I would care to come down to school, and I said no, if I would come down to school and don't go to union meetings and work with the fellows, it would just be playing both ends against the middle and it would not last, so I would go ahead with the union, and I just thanked him and went out.

"Q. Did he mention anything as to what would happen to your dues?

"A. Oh, he said 'How does them buys get the money? How do they get to live like they do off of you fellows' wages', he said, 'Why don't you have a union of your own?' he said. He said 'We know our troubles here and our jobs. We can straighten them out ourselves instead of having to walk the streets and striking.' He said 'We would be like the Monsanto Chemical Works and the automobile companies in this locality' ".

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1516 FOREST MONICAL, a witness, called by and on behalf of the Respondent herein,

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Direct Examination.

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Q. Where are you employeed?

A. At the East Alton Manufacturing Company.

1517 Q. Before that were you employed by the Western Cartridge Company?

A. Yes sir.

Q. How long were you with the Western Cartridge Company?

A. I have been with the Western since January 13th, 1941.

Q. What position did you have with the Western Cartridge Company then?

A. I was supervisor of production, smokeless powder.

Q. And you hold the same position at the East Alton Manufacturing Company?

A. That is right.

* * * * *

1518 Q. Mr. Monical, did Ellis McPherson work under you?

A. Yes, he did.

Q. Mr. Monical, Mr. Ellis McPherson testified, at page 639 of the transcript, that he had a conversation with you about the A. F. of L. union, which he says took place right outside of the hardening house, in which he testified that you said—"He asked me"—he is referring to you—"which I thought could do the most for me, the company or the union. Well, I told him 'I am not in a position to say right now, but I will tell you just exactly what I told Mr. Arnold, I will stay where I am until they offer me

1519 something, or there is something else doing.'" Did you have any such conversation with Mr. McPherson?

A. No, I did not.

Q. Did you ever have any conversation with Mr. McPherson in which the A. F. of L. union or any other union was discussed?

A. I don't remember of any.

* * * * *

Cross-Examination.

* * * * *

1520 Q. Did you have any conversation with McPherson in which he asked you about the union?

1521 A. I don't remember.

Q. Might you have had such a conversation?

Mr. McRoberts: You mean just a conversation about the union?

Mr. Evans: Yes.

Trial Examiner Ruckel: Conversation in which the union was mentioned.

A. I don't remember of having had any with McPherson.

Q. Do you remember the names of any of these men that you had discussions with about it?

A. No, I couldn't name any individual.

* * * * *

2351 Trial Examiner Ruckel: It is so understood.

Mr. Evans: It is stipulated by and between the parties that Mrs. Mary Elliott, wife of William Elliott, if called to testify would testify that she was discharged by a Mr. Kratschmer at noon on July 25, 1941, shortly after William Elliott had been discharged; and that Kratschmer said nothing to her at that time concerning any records or confidential information or reports.

That she was given a check that day before leaving the plant, which paid her up to August 1, 1941.

That she received a call on August 7, 1941, went to the plant, at which time she was put to work in the brass mill warehouse office, an office which she had previously worked in before working for Mr. Kratschmer; and that her next check contained pay from August 1, 1941, and that she did not divulge any production records or other confidential information or reports to her husband.

Mr. McRoberts: It may be so stipulated; subject, however, to the objection to the materiality and competency of the testimony, as not being covered within the complaint, and it is not material to any of the issues in the complaint. Subject to the further objection as to its materiality, on which I think possibly we should ask for a ruling.

2352 Trial Examiner Ruckel: Objection overruled.

Mr. McRoberts: Subject to that ruling, we will stipulate that the witness, if present, would so testify.

* * * * *

BOARD EXHIBIT NO. 3-A.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

Fourteenth Region

In the matter of— Western Cartridge Company, East Atlon, Ill., and Chemical Workers, Local Union No. 22574, affiliated with the A. F. of L., *Petitioner.*	Case No. XIV R. 220.

PETITION FOR INVESTIGATION AND CERTIFICATION OF REPRESENTATIVES PURSUANT TO SECTION 9(c) OF THE NATIONAL LABOR RELATIONS ACT.

Name of employer Western Cartridge Company.

Address East Alton, Illinois.

General nature of business Manufacture of cartridges and shells and other high explosives.

Approximate total number of employees 6,000 Description of the bargaining unit which petitioner claims is appropriate Production and maintenance employees in the smokeless powder division, including hourly-paid foremen, and excluding superintendents, general foremen, watchmen, and office employees.

Approximate number of employees in such unit 368.

Number or percentage of employees in such unit who have designated or selected petitioner to be their representative for collective bargaining 301.

Names of any other known individuals or labor organizations who claim to present any of the employees in such bargaining unit Independent organization not functioning in smokeless powder division.

The undersigned hereby alleges that a question has arisen concerning the representation of the employees in the above bargaining unit, in that: Employer questions the appropriateness of the unit claimed by petitioner.

The undersigned further alleges that said question concerning representation is a question affecting commerce within the meaning of said act.

The undersigned requests that pursuant to section 9(c) of the National Labor Relations Act, the National Labor Relations Board investigate such controversy and certify to the parties the name or names of the representatives that have been designated or selected by said employees.

Name and address of employees or representatives filing the petition. (If made by a labor organization, give also the name and official position of the person acting for the organization.)

Chemical Workers, Local Union No. 22574,
affiliated with the A. F. of L.,
By Fred Olds,
Fred Olds, Organizer,
1411 N. Grand Blvd.,
St. Louis, Mo.

Subscribed and sworn to before me this 25th day of March, 1941 at St. Louis, Missouri.

Dorthea Schweinitz,
Regional Director.

(Seal)

BOARD EXHIBIT NO. 3-B.

UNITED STATES OF AMERICA.

BEFORE THE NATIONAL LABOR RELATIONS BOARD.

In the Matter of Western Cartridge Company and Chemical Workers, Local Union No. 22574, A. F. L.	Case No. R-2494.

Mr. R. H. McRoberts, of St. Louis, Mo., Mr. Donald W. Ebbert, of Pittsburgh, Pa., and Mr. R. R. Casteel, of Alton, Ill., for the Company.

Mr. Fred Olds, of St. Louis, Mo., for the Chemical Workers.

Mr. Frederic B. Parkes, 2nd, of counsel to the Board.

DECISION AND DIRECTION OF ELECTION.

Statement of the Case.

On March 28, 1941, Chemical Workers, Local Union No. 22574, A. F. L., herein called the Chemical Workers, filed with the Regional Director for the Fourteenth Region (St. Louis, Missouri) a petition alleging that a question affecting commerce had arisen concerning the representation of employees of Western Cartridge Company, East Alton, Illinois, herein called the Company, and requesting an investigation and certification of representatives pursuant to Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. On April 14, 1941, the National Labor Relations Board, herein called the Board, acting pursuant to Section 9 (c) of the Act and Article III, Section 3, of National Labor Relations Board Rules and Regulations—Series 2, as amended, ordered an investigation and authorized the Regional Director to conduct it and to provide for an appropriate hearing upon due notice.

On April 15, 1941, the Regional Director issued a notice of hearing, copies of which were duly served upon the Company and the Chemical Workers. Pursuant to notice a hearing was held on April 21, 23, and 24, 1941, at East Alton, Illinois, before L. N. D. Wells, Jr., the Trial Examiner duly designated by the Chief Trial Examiner. The Company and the Chemical Workers were represented by counsel or official representatives and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. During the course of the hearing the Trial Examiner made various rulings on motions and on objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings are hereby affirmed. On May 8 and 12, 1941, respectively, the Chemical Workers and the Company filed briefs which the Board has considered.

Upon the entire record in the case, the Board makes the following:

Findings of Fact.

I. The business of the Company.

Western Cartridge Company, a Delaware corporation, operates a plant at East Alton, Illinois, where it is engaged in the manufacture, sale, and distribution of small arms ammunition, explosives, brass, brass specialties, traps, and targets. The raw materials used by the Company include copper, lead, zinc, steel, paper, tin, limestone, pitch, oil, lumber, wood, coal, and chemicals. During the year 1940, the Company purchased for use at its East Alton plant raw materials valued at approximately $9,000,000, of which more than 50 per cent were purchased and shipped from points outside the State of Illinois. During the same period, the Company manufactured and sold products of its East Alton plant valued at approximately $20,000,000, of which over 50 per cent were delivered to points outside the State of Illinois. The Company employs approximately 6,000 employees.

II. The organizations involved.

Chemical Workers, Local Union No. 22574 is a labor organization affiliated with the American Federation of Labor, admitting employees of the Company to membership.

Western Catridge Employees Independent Union, herein called the Independent, is an unaffiliated labor organization, admitting to membership employees of the Company.

III. The question concerning representation.

In January 1941 the Chemical Workers began organizational activities among the employees of the smokeless powder division of the Company. On March 7, 1941, the Chemical Workers requested exclusive bargaining rights for such employees. After several conferences with the Chemical Workers the Company refused to grant such recognition, on the ground that the employees of the smokeless powder division do not constitute an appropriate unit.

The Company contends that a subsisting contract with the Independent constitutes a bar to a present determination of representatives. On August 12, 1937, the Company and the Independent entered into a written "basic" agreement in which the Company recognized the Independent as the exclusive bargaining representative of all employees of the Company at its East Alton plant and provided that the Company would bargain collectively with the Independent with respect to all matters not covered by individual contracts of employment between the Company and its employees.[1] The agreement further provided that it would be in force for 1 year "and thereafter until terminated by written notice given thirty days in advance by either party to the other." No such notice of termination has

1. It is the practice of the Company to enter into a contract with each employee after he has served a 3-months probationary period. Such contract is for a term of 6 months and is extended from year to year thereafter. The basic agreement of August 1937 recites that "Both the Company its employees have valuable rights under said [individual] contracts of employment which they desire to preserve, and said contracts are recognized as valid and binding upon both parties thereto."

ever been given and since the execution of the contract and pursuant thereto, the Company and the Independent have negotiated with respect to numerous terms and conditions of employment. The results of these negotiations have been embodied variously in memoranda, notices, and in the minute books of the Independent.

We are of the opinion and find that the basic agreement of August 1937 which is terminable at any time upon 30 days notice by either of the parties does not constitute a bar to a present determination of representatives.[2] In addition, the Independent, which was not represented at the hearing, in a letter to the Regional Director, expressly waived any bargaining rights it may have for the employees, in the unit found below to be appropriate.[3] A report of the Regional Director introduced in evidence at the hearing shows that the Chemical Workers represents a substantial number of employees in the appropriate unit.[4]

We find that a question has arisen concerning the representation of the employees of the Company.

IV. The effect of the question concerning representation upon commerce.

We find that the question concerning representation which has arisen, occurring in connection with the operations of the Company described in Section I above, has a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

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2. *Matter of Union Switch and Signal Company* and *United Electrical, Radio and Machine Workers of America, Local* 610, 30 N. L. R. B. No. 30, and cases therein cited. It is plain that the individual contracts of employment between the Company and its employees do not constitute a bar to a determination of representatives. *Matter of The Gates Rubber Company* and *Denver Printing Pressmen and Assistants Union No.* 40, and *Denver Typographical Union, No.* 49, 8 N. L. R. B. 303.

3. Cf. *Matter of Sound Timber Company* and *International Woodworkers of America, Locals* 67 *and* 75, 8 N. L. R. B. 844.

4. The Chemical Workers filed 359 authorization cards, dated between January and April 1941, with the Regional Director, who found the signatures of 357 to be genuine and of 342 to be the names of persons on the pay roll of April 11, 1941. There are 368 employees in the appropriate unit.

V. The appropriate unit.

The Chemical Workers contends that all hourly paid production and maintenance employees of the smokeless powder division of the Company, including hourly paid foremen, technical employees, and maintenance clerks, but excluding superintendents, general foremen, watchmen, and office employees, constitute a unit appropriate for the purposes of collective bargaining. The Company claims that all hourly paid employees of the Company with the exception of superintendents and general foremen constitute an appropriate unit.

The smokeless powder division is geographically separated from the remainder of the Company's plant by a river, rod, and fence. The sole physical connection between the smokeless powder division and the remaining area of the Company's property is by a bridge over the river. In general, tetral, smokeless powder, and high explosives are manufactured in the smokeless powder division. Approximately 60 per cent of the powder is used by the Company in the manufacture of its munitions products. The remaining 40 per cent is sold to other munition makers.

In support of its contentions, the Company asserts that the entire plant is so functionally coherent and closely integrated that the unit should be plant wide in scope. It further claims that the smokeless powder division is only one of the Company's 41 departments and that its geographic separation from the remainder of the plant is required by safety laws of the State. The Company, in urging the broader unit, relies on its past bargaining history and the contract with the Independent. However, as we have indicated above,[5] the Independent has waived its claim to represent the employees in the smokeless powder division. The chemical workers has confined its organizational activities to the employees of that division and has not sought members among the employees of the other divisions of the plant. In view of these circumstances, we are of the opinion that a unit which coincides with the extent of the Chemical Workers' organization is appropriate.

5. See Section III, *supra*.

The Chemical Workers would exclude, and the Company include, office employees and watchmen, who are eligible to membership in the Independent if they are hourly paid. Because such employees have interests and perform functions differing from those of other workers, we have excluded them from the appropriate unit in previous cases involving a similar dispute as to their inclusion.[6] We shall exclude them from the unit herein.[7]

We find that all hourly paid production and maintenance employees of the smokeless powder division of the Company, including hourly paid foremen, technical employees, and maintenance clerks, but excluding superintendents, general foremen, watchmen, and office employees, constitute a unit appropriate for the purposes of collective bargaining, and that said unit will insure to employees of the Company the full benefit of their right to self-organization and to collective bargaining, and otherwise effectuate the policies of the Act.

VI. The determination of representatives.

We find that the question concerning representation which has arisen can best be resolved by means of an election by secret ballot. The Chemical Workers requested that the pay roll of April 19, 1941, be used to determine eligibility to vote. The Company asked that a current pay roll be used, if the Board ordered an election. We find no reason to depart from our customary practice and shall accordingly direct that the employees of the Company eligible to vote in the election shall be those in the appropriate unit who were employed during the pay-roll period immediately preceding the date of the Direction of

6. As previously stated, the Independent, whose contract covered these employees, has waived all rights with respect to the smokeless power division.

7. See *Matter of Lincoln Engineering Company* and *Tool & Die Makers Lodge 688 of the International Association of Machinists, District No. 9*, 25 N. L. R. B., 110; *Matter of Allied Laboratories, Inc., (Pitman-Moore Division)* and *Indianapolis Specialty Union No. 465, affiliated with the International Printing Pressmen and Assistants' Union affiliated with A. F. L.*, 23 N. L. R. B., No. 14; *Matter of The Electric Auto-Lit Company (Buckeye Bumper Division)* and *United Automobile Workers of America, Local 402, affiliated with C. I. O.*, 25 N. L. R. B., 123.

Election herein, subject to such limitations and additions as are set forth in the Direction.

Upon the basis of the above findings and upon the entire record in the case, the Board makes the following:

Conclusions of Law.

1. A question affecting commerce has arisen concerning the representation of employees of Western Cartridge Company, East Alton, Illinois, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.
2. All hourly paid production and maintenance employees of the smokeless powder division of the Company, including hourly paid foremen, technical employees, and maintenance clerks, but excluding superintendents, general foremen, watchmen, and office employees, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

Direction of Election.

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, and pursuant to Article III, Section 8, of National Labor Relations Board Rules and Regulations—Series 2, as amended, it is hereby

Directed that, as part of the investigation authorized by the Board to ascertain representatives for the purposes of collective bargaining with Western Cartridge Company, East Alton, Illinois, an election by secret ballot shall be conducted as early as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Fourteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Section 9 of said Rules and Regulations, among all hourly paid production and maintenance employees of the smokeless powder division of the Company, who were employed during the pay-roll period immediately preceding the date of this Direction, including hourly paid fore-

men, technical employees, maintenance clerks, and employees who did not work during such pay-roll period because they were ill or on vacation or in the active military service or training of the United States, or temporarily laid off, but excluding superintendents, general foremen, watchmen, office employees, and employees who have since quit or been discharged for cause, to determine whether or not they desire to be represented by Chemical Workers, Local Union No. 22574, affiliated with the American Federation of Labor, for the purposes of collective bargaining.

Signed at Washington, D. C., this 15th day of May 1941.

Harry A. Millis,
Chairman,
Edwin S. Smith,
Member,
Wm. M. Leiserson,
Member,
National Labor Relations Board.

(Seal)

BOARD EXHIBIT NO. 3-C.

Penalty for Private Use to Avoid Payment of Postage, $300

Post Office Department
Official Business

Registered Article
No. 1126
Insured Parcel
No.....

Postmark of Delivery
Office
East Alton
Jun 11
10 30AM
1941
Ill.

Return to Fred Olds
309 Church St.
East Alton, Ill.

Return Receipt

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Frank Schotters
H. Venardos

Date of delivery 6/11, 1941

309 Church Street,
East Alton, Illinois
June 10, 1941

Mr. Frank A. Schotters, Manager
Western Cartridge Company
East Alton, Illinois

Dear Mr. Schotters:

The committee from the Chemical Workers Local Union #22574 of East Alton, Illinois, desires to meet with you on Friday, June 13, 1941, at two (2) o'clock at your office, East Alton, Illinois for the purpose of negotiating a contract pertaining to rates of pay, wages, hours of employment and other conditions of employment. The committee will consist ow Francis Bunzy, president of the Chemical

Workers Local #22574, East Alton, Illinois; Jack Otten, Recording Secretary, E. E. Anderson, Financial Secretary and myself. We should like for these men to be granted permission to be absent from work at this time.

Thanking you in advance for an early reply, I am

Fred Olds,
Organizer, American Federation of Labor.

F.O./S.

BOARD EXHIBIT NO. 3-D.

(Letterhead of Western Cartridge Company, East Alton, Illinois.)

June 13, 1941.

Mr. Fred Olds,
Organizer, American Federation of Labor,
309 Church Street,
East Alton, Illinois.

Dear Sir:

Under date of June 10, 1941, you wrote advising that the Committee from the Chemical Workers Local Union No. 22574, consisting of Mr. Francis Bunzy, President, Jack Otten, Recording Secretary, E. E. Anderson, Financial Secretary, and yourself, desired to meet with me for the purpose of negotiating a contract pertaining to rates of pay, wages, hours of employment and other conditions of employment.

At the outset, and before entering into any discussion or negotiations, and in order that there may be no misunderstanding with respect to the company's position, you, and the other members of said Committee, are hereby notified that the company is advised by its counsel and believes that the opinion and decision of the National Labor Relations Board rendered May 15, 1941, is erroneous both with respect to the law and the facts; that the company does not acquiesce in or agree to the correctness of such opinion and decision; that the company believes that the bargaining unit for which you propose to act is not an appropriate one; that the company now has in effect a collective bargaining agreement and a working agreement with the

Western Cartridge Employees' Independent Union which cover the employees in the proposed unit for whom you propose to act; that the company is advised by its counsel and believes that it is legally bound by said contracts; and that the company has not sought a review by the courts of the said decision of the National Labor Relations Board because it is advised by its counsel that the law provides no method for obtaining such a review at the present stage of the proceedings but that it will be entitled to such a review when, as and if the court shall enter an order under Section 10 (c) of the National Labor Relations Act.

Accordingly, and in order to preserve the company's legal rights in this respect, you are further advised (a) that the company does not intend, by meeting with you, to waive but, on the contrary, expressly reserves, its right to object to the correctness of said opinion and decision of the National Labor Relations Board and to seek, by appropriate proceedings, a review thereof by the courts; (b) that the company does not recognize the bargaining unit for which you propose to act as an appropriate bargaining unit within the meaning of the National Labor Relations Act; and (c) that the company does not recognize you, or your Committee, or Chemical Workers, Local Union No. 22574, affiliated with the American Federation of Labor, as the representatives for the purposes of collective bargaining under the provisions of the National Labor Relations Act of any of its employees within said proposed bargaining unit.

However, and subject to the reservation of the company's rights as above set forth, the company is willing to hear and consider whatever your Committee may have to say with respect to rates of pay, wages, hours and other conditions of employment, and thereafter to discuss such matters with you or your Committee, to such extent, if any, as it may deem advisable.

Very truly yours,
Western Cartridge Company,
F. A. Schotters,
Frank A. Schotters,
General Superintendent.

FAS/mh

BOARD EXHIBIT NO. 3-E.

UNITED STATES OF AMERICA.

BEFORE THE NATIONAL LABOR RELATIONS BOARD.

In the Matter of Western Cartridge Company and Chemical Workers, Local Union No. 22574, A.F.L.	Case No. R-2494.

CERTIFICATION OF REPRESENTATIVES.

On May 15, 1941, the National Labor Relations Board issued[1] its Decision and Direction of Election in the above-entitled proceeding. Pursuant to the Direction of Election, an election by secret ballot was conducted on May 26, 1941, under the direction and supervision of the Regional Director for the Fourteenth Region (St. Louis, Missouri). On June 2, 1941, the Regional Director, acting pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 2, as amended, issued an Election Report, copies of which were duly served upon the parties. No objections to the conduct of the ballot or to the Election Report were filed by any of the parties.

As to the balloting and the results thereof, the Regional Director reported as follows:

Total number eligible to vote	527
Total number of ballots cast	459
Number of ballots challenged	0
Number of blank ballots	0
Number of void ballots	0
Total number of ballots counted	459
Total number of ballots for Chemical Workers, Local Union No. 22574, affiliated with the American Federation of Labor	377
Total number of ballots against Chemical Workers, Local Union No. 22574, affiliated with the American Federation of Labor	82

1. 31 N. L. R. B., No. 148.

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, and pursuant to Article III, Sections 8 and 9, of National Labor Relations Board Rules and Regulations—Series 2, as amended,

It Is Hereby Certified that Chemical Workers, Local Union No. 22574, affiliated with the American Federation of Labor, has been selected by a majority of hourly paid production and maintenance employees of the smokeless powder division of Western Cartridge Company, East Alton, Illinois, including hourly paid foremen, technical employees, and maintenance clerks, but excluding superintendents, general foremen, watchmen, and office employees, as their representative for the purposes of collective bargaining, and that, pursuant to the provisions of Section 9 (a) of the National Labor Relations Act, Chemical Workers, Local Union No. 22574, affiliated with the American Federation of Labor, is the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Signed at Washington, D. C., this 13 day of June 1941.

Harry A. Millis,
Chairman,
Edwin S. Smith,
Member,
Wm. M. Leiserson,
Member,
National Labor Relations Board.

(Seal)

BOARD EXHIBIT NO. 3-F.

United States Conciliation Service.

Re: Western Cartridge Company, Alton, Illinois.

Agreement dated June 23, 1941, between Fred Olds, Francis Bunzy, Jack Otten, and C. Crosnoe, representing Chemical Workers Local Union #22574 affiliated with the American Federation of Labor, and R. R. Casteel, Assistant Secretary, representing the Western Cartridge Company:

The company recognizes Local Union #22574 as sole bargaining agent for the employees in the Smokeless Powder Division except those excluded by the National Labor Relations Board in its decision and direction of election in Case #R-2494, with the understanding that any contract agreed upon shall be for one year and that as a part of such contract, there shall be provided as follows: "By signing this contract, neither the union nor the company waives its right to contest the appropriateness of the unit for collective bargaining covered herein at or after the termination of this contract."

For Local Union #22574,
Fred Olds,
Francis Bunzy,
Cecil Crosnoe,
Jack Otten.

For the Company:

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BOARD EXHIBIT NO. 3-G.

(Form of Western Union Telegram.)

OPB LD268 IM 3 MINS GOVT TWS

OPB Washington DC June 24, 1941 602P

Fred Olds General Organizer (RPT DLY IMMY)

American Federation of Labor, Anapolis Hotel Wash., D. C.

The Secretary of Labor under the authority of the executive order of March 19, 1941, has certified to this Board that the dispute between the Western Cartridge Company and the Chemical Workers Union Local 22574 AFL threatens to burden or obstruct the production or transportation of materials or equipment essential to National Defense and cannot be adjusted by the Commissioners of Conciliation of the Department of Labor. The Board is setting this matter for hearing before a division of its members at ten A. M. Est. on Friday June Twenty-Seventh 1941, in room 3522 New Social Security Building Washington, D. C. You and your committee are requested to be present at this hearing. In the meantime in view of the present unlimited national emergency recently proclaimed by the president the Board calls upon both parties to see that there is no interruption of production pending the Boards consideration of this matter. Please Reply.

William Hammatt Davis Acting Chairman
National Defense Mediation Board.
613P

BOARD EXHIBIT NO. 3-H.

(Letterhead of Western Cartridge Company, East Alton, Illinois.)

July 3, 1941.

To All Western Employees:

We desire to acquaint our employees with the full facts in connection with the controversy that has existed between the Company and Chemical Workers' Union, Local No.

22574, which has been given much prominence in the daily press.

For nearly three weeks, the Company has been trying to find out what this union wants. They have told us they have a contract they want us to sign, but beyond the fact that they are demanding recognition, no other information has been given us.

As most of you know, this Company has entered into an individual contract with practically every eligible hourly-paid employee in every department of its East Alton plant. We believe these individual contracts are a great benefit both to the Company and to our employees, and that they constitute a legal obligation between the Company and the employee. However, we have been told that one of the objects of the Chemical Workers' Union is to do away with them.

The Company also considers as a valid and binding contract its agreement to recognize the Western Cartridge Company Employees' Independent Union as the sole bargaining agent for all its employees at the East Alton plant, this agreement also covering vacations, seniority, overtime, grievance procedure, absence on military service, and other conditions. Accordingly, when notified of a recommendation of the National Defense Mediation Board that the company recognize the Chemical Workers' Union as bargaining agent for the small unit called the "Smokeless Powder Division," the company, in an attempt to end this controversy and maintain peace and harmony among all its people, replied in part as follows:

In your Findings and Recommendations you recommend "that the Company should now bargain in good faith with the Chemical Workers' as the exclusive representatives of the employees in the unit certified by the National Labor Relations Board as appropriate." If by that recommendation you mean that this Company should bargain in good faith with the representatives of the Chemical Workers' Union, at the same time preserving its legal right to Court review in the event that an agreement cannot be reached, then we beg to advise that the Company has ever been and is now ready to engage in such bargaining. If, on the contrary, the Board means that the Company must forever

waive its legal right to a Court review of the decision of the National Labor Relations Board which it believes to be arbitrary, capricious, and not supported by adequate legal evidence, then this Company finds it impossible to comply with the recommendation.

"We most seriously urge the Mediation Board to consider our problem from the standpoint of efficient management. It is our deep desire to continue the business of this Company and at the same time to perform its best function for the Government in this national emergency. If the decision of the National Labor Relations Board as to the appropriateness of the proposed bargaining unit is correct, then it necessarily follows that the manufacturing operations performed in the so-called Smokeless Powder Division should be divorced from the remainder of the Company's operations at East Alton and be disposed of by appropriate legal steps to a new and independent corporation. If it is an appropriate bargaining unit it should also be an appropriate economic unit.

"If it is necessary for this Company to bargain separately for this unit, then we are prepared to explore the possibilities of reorganizing the operations of the Company's plant and business and of taking the necessary steps to create a separate integrated economic unit for the so-called Smokeless Powder Division. The implications of the problems which would follow such action by this Company are obvious but not so insurmountable as to take the step which the Board recommends. Obviously, these problems cannot be solved on a moments notice but we are prepared to seek such solution promptly if the Mediation Board and Chemical Workers' Union are willing to accept such a solution and are prepared to cooperate. If this suggestion appears to afford a means of settling the controversy, please advise us at your earliest convenience."

The foregoing offer of cooperation indicates clearly the Company's sincere desire to maintain uninterrupted production on National Defense contracts, and at the same time to preserve its own legal rights, to safeguard the legal rights of its employees holding individual contracts, and to fulfill its legal responsibilities under its contract with the Independent Union.

We have been advised this afternoon by the National Defense Mediation Board that the foregoing proposal on the part of the Company is acceptable and the Company is proceeding with arrangements in accordance therewith.

The East Alton plant will resume operations as usual with the shift commencing at eight o'clock next Monday morning, July 7, 1941.

Western Cartridge Company.

BOARD EXHIBIT NO. 3-I.

(Form of Western Union Telegram.)

AAM 204 6 MIN GOVT TWS-WUX Washington D. C. 3 558P.

1941 Jul 3 PM 5 18

Fred Olds, (Report DLY IMMY)-
309 Church St. East Alton, Ill.-

I have today wired J. M. Olin President Western Cartridge as follows: Quote. Relet July 2. The Mediation Board expresses no opinion as to whether by such bargaining as the Board recommends your company waives or retains any supposed legal rights to a court review of the decision of the National Labor Relations Board. The Board now suggests to you and it is making the same suggestion to the Union that you meet with the representatives of the Chemical Workers at ten o'clock Saturday morning July 5, 1941 for the purpose of entering into negotiations as to wages, hours and conditions of employment of all the employees in the bargaining unit found appropriate by the National Labor Relations Board it being understood and agreed: one that if either party decides that no worthwhile progress is being made in the negotiations and so notifies the chairman of the Mediation Board then the Mediation Board will call the parties back to Washington for continuation of the collective bargaining before the Board in accordance with the full procedure laid down in the executive order of march 19, 1941. Two that production will be continued without stoppage during and throughout the negotiations and the further pro-

ceedings before the Mediation Board if the case is brought back to Washington. The Union has been notified that your company proposes to reorganize the operations of the company's plant and business and to take the necessary steps to create a separate integrated economic unit for the socalled Smokeless Powder Division. End quote. Please let me have your reply by telephone and confirmation by telegram immediately upon receipt of this.

William Hammatt Davis,
Chairman National Defense Mediation Board.

2 5 1941 19 1941.

BOARD EXHIBIT NO. 3-J.

(Form of Western Union Telegram.)

July 5, 1941.

Mr. William H. Davis, Chairman National Defense Mediation Board,
New S. S. Board, Washington, D. C.

Chemical Workers, local No. 22574 at East Alton, Illinois, met in conference with representatives of the Western Cartridge Company today. And we do not feel that we can or have accomplished anything. We therefore request as per your telegram of July 3, 1941 that the Company and the Union representatives be required to return to Washington, before the Mediation Board to complete negotiations as to wages, hours of employment and other conditions of employment. And take up this question of the individual contracts.

Copy sent Frank A. Schotters, General Supt. Western Cartridge Company.

Fred Olds,
Org.
A. F. of L.

BOARD EXHIBIT NO. 3-K.

(Form of Western Union Telegram.)

EB 143 GOVT TWS PAID 3-VIA EB NHLN-Washington D. C. 7 649P.

Fred Olds (RPT DLY IMMY)-

Organizer AFL, 605 North 28 St., East St. Louis, Ill. (DLY STL)-

Delr 830AM

This will acknowledge your request of July 6, 1941 that the negotiations between the Western Cartridge Company and Local 22574 of the Chemical Workers Union, AFL, be continued before the National Defense Mediation Board in Washington. In view of this request the Board has scheduled a further hearing in this case on Friday July 11, 1941 at 10:00 AM EST in room 3522 New Social Security Building, Washington, D. C. You and such of your associates as you desire are requested to be present at this hearing. In the meantime the Board urges both parties to continue negotiations in an effort to arrive at a complete agreement before the scheduled hearing. If such an agreement should be reached you are requested to notify me at once.

Ralph T. Seward,
Executive Secretary National Defense Mediation Board.

6 1941 22574 AFL 11 1941 10:00 AM EST 3522.

BOARD EXHIBIT NO. 3-L.

Agreement.

This Agreement, made by and between the East Alton Manufacturing Corporation, a corporation of the state of Maryland, with its principal office and place of business in East Alton, Illinois, its subsidiaries, successors and assigns, Party of the first part, hereinafter called the "Company" and the Chemical Workers Local Union, No. 22574,

an affiliate of the American Federation of Labor, and of the International Council of Chemical and Allied Industries Unions, Party of the Second part, hereinafter called the "Union," Witnesseth That:

Article 1. Term.

This agreement shall be effective as of August 1, 1941, and continue in full force and effect for a period of one (1) year thereafter, and shall be automatically extended for each subsequent yearly period unless either the Company or the Union shall give notice in writing not less than thirty (30) days nor more than (60 days prior to the expiration of any such yearly period that they wish to amend or terminate this agreement. In the event either party serves such notice of intention to amend within thirty-five (35) days of the expiration of any such yearly period, the other party shall have five (5) days within which to serve a like notice of intention to amend or terminate this collective bargaining agreement, any limitations above to the contrary notwithstanding. If such amendments are proposed, the notice shall designate the article or articles it is desired to amend and all other articles of this agreement not so designated shall automatically continue in full force and effect. Negotiations with regard to the subject of any such notice will start not less than twenty (20) days prior to the expiration date of the yearly period.

Article 2. Recognition.

The Company recognizes the Union as the sole and exclusive collective bargaining agency for its employees now or hereafter performing the work now being performed by its hourly-paid production and maintenance employees, including hourly-paid foremen, technical employees, and maintenance clerks, but excluding superintendents, general foremen, watchmen and office employees. The Company further agrees that all working regulations as set forth in this agreement with respect to rates of pay, wages, hours of employment and other conditions of employment shall apply to all of its employees above mentioned.

Article 3. Grievance Procedure.

It is agreed that the Union, through its accredited representatives, may meet and adjust with the Company any discharges, suspension or other grievance which may arise concerning employees of the Company represented by the Union. If an agreement with respect to such discharge, suspension or other grievance is reached between the representatives of the Company and the accredited representatives of the Union, such agreement shall be reduced to writing, signed by, and be binding on both parties thereto.

Any grievance arising under the terms of this contract shall be handled in the following manner:

The aggrieved employee shall first discuss his grievance with the foreman or supervisor of his department. Should they fail to reach a satisfactory adjustment of the grievance the employee may, within not more than five (5) working days thereafter, together with an accredited Union representative or representatives, take the matter up with the authorized representative of the Company, having first stated in writing the facts with respect to his alleged grievance. If the result of such discussion is unsatisfactory to the employee involved, a duly authorized grievance committee for the Union will, within not more than five (5) working days thereafter, meet with a committee appointed by the Company to attempt settlement of the grievance.

Except in emergency, a notice of any grievance to be discussed with the grievance committee shall be submitted to the Company in writing at least two days prior to the day on which a conference is requested, in order that the necessary information may be available without loss of time on the part of the grievance committee or the Company.

When any employee has been discharged for cause the Company, upon request of the Union, will join the Union in making an investigation with respect to the cause of such discharge.

If pursuant to such joint investigation, it shall be agreed by both the Company and the Union that such cause is insufficient to warrant discharge or that there is not sufficient proper evidence of the alleged cause of such dis-

charge, then and in that event such employee shall be reinstated to his position, with uninterrupted seniority, and with pay allowed for the period of his suspension. In cases in which the Company and the Union may agree merits such action, such employee may be reinstated without pay allowance.

If the Company and the Union shall fail to adjust a grievance under the procedure above provided for it may be arbitrated, with the consent of both parties, in any manner which they may both agree upon; provided, however, that nothing herein contained shall be construed as requiring either party to arbitrate such grievance. Nothing herein contained shall prevent the Union from exercising the right to strike because of any such grievance which has not been adjusted if the procedure for the adjustment of grievances hereinabove set forth has been carried through to completion without an adjustment having been reached, and if the Union shall give five days written notice of its intention to call the strike and the reason therefor.

Article 4. Reporting for Work.

Employees required to report at regular starting time and place and who, through no fault of their own, are not permitted to work on their regular job, shall be given, whenever possible without affecting any regular employee, a full days work. In no case shall such employee receive less than four (4) hours pay regardless of the actual time worked; provided, however, that the Company shall not be required to make any such payment if failure to provide work is due to a cause or causes entirely beyond the control of the Company.

Article 5. Leave of Absence.

No Union representative shall lose pay by reason of being required to attend conferences between the Company and Union representatives during working hours. No other business for the Union except such conferences shall interfere with the regular duties of employees, except that accredited representatives of the Union shall be given leave

of absence without pay, not exceeding ten (10) working days consecutively, to attend conventions or other official business of the Union. It is agreed that ten (10) days' notice of each request for such leave of absence will be given to the Company, except in emergencies, and that not more than five (5) employees shall be absent at any one time for such purpose or purposes.

Any employee whose continued absence over a longer period of time is necessary because of his duties as an elected or appointed officer of the Union or by reason of any Governmental appointment will be given leave of absence, without pay, for such purpose. Upon his retirement from such office or appointment he shall be entitled to return to his old position, or a position of the same class, if available, upon condition that he shall report within thirty (30) days from the time his term in such Union office or his Governmental appointment shall expire.

Article 6. Military Service.

Employees with established seniority who are called and inducted into service under the Selective Service Act, or as members of the National Guard, Officers' Reserve Corps, or Naval or Marine Reserve Corps, shall accumulate without interruption all seniority rights during the period of such service. Upon completion of such service, each employee shall be restored to his former position (or, if this has been discontinued, to a like position) according to his seniority rights, unless circumstances have so changed as to make it impossible or unreasonable to do so; provided that such employee has not voluntarily reentered such service after being offered an opportunity of demobilization that he makes application within forty (40) days after he has been honorably discharged from such service, and that his physical and mental condition is such that he can satisfactorily handle such job.

This provision shall be further extended to include employees subject to call under the Selective Service Act who may elect to volunteer for their required training in advance of actual call by their local board and to employees who have been called but rejected prior to induction.

Article 7. Bulletin Board.

A bulletin board shall be provided in a conspicuous place within the confines of the plant proper where notices of Union meetings and other official Union business may be posted from time to time; provided, however, that such notices shall contain nothing political, or derogatory to the Company, the Western Cartridge Company, any of the Company's or the Western Cartdrige Company's employees, or any labor organization among the employees of either of them.

Article 8. Management Functions.

The management of the plant, including, but not limited to, the direction of the working forces, the right to hire, promote, demote, suspend, or discharge for cause, and to relieve employees from duty because of lack of work, and to transfer employees from one section or duty to another, is vested exclusively in the Company. The foregoing management functions shall not be used for the purposes of discriminating against any employee because of membership in the Union or for the purpose of violating any of the provisions of this agreement.

Changes on Company rules and orders affecting employees shall be posted on official bulletin boards provided for that purpose and signed by the proper officials of the Company, with the understanding, however, that such rules and orders shall not conflict with the terms of this agreement.

Article 9. Disabled Employees.

Employees who have rendered faithful and honest service to the Company and who have become unable to handle heavy work to advantage will be given consideration for such light work as may be available from time to time.

Article 10. Seniority.

In cases of promotions, transfers, and lay-off, where the factors of (a) ability to do the job in question, (b) attitude toward safety, and (c) skill, are approximately equal, seniority shall govern. Any dispute in regard to qualifications other than those listed above which the Company believes necessary to consider, shall be handled through the grievance procedure.

The Company agrees not to tolerate any favoritism by foremen or supervisors and to make available to qualified employees such opportunities for advancement as may arise from time to time, even though such employees are particularly qualified for their current jobs.

All employees laid off shall be returned in the reverse order of having been laid off, before new employees are taken on.

Employees shall be regarded as probationary employees during the first three (3) months of their initial employment, or re-employment after breaking of seniority. After three (3) months of continuous employment, employees shall be entitled to seniority rating, and their length of seniority rating shall date from their date of employment.

Seniority shall be broken for the following reasons:

(a) If the employee quits;

(b) If the employee is discharged for cause;

(c) If the employee is absent for three (3) working days or fails to return to work within five (5) working days after being notified to report for work, unless a satisfactory reason is given; or

(d) If the employee is laid off for twelve (12) months.

Article 11. Union Membership.

The Company agrees that any present employee who on June 24, 1941, was a member of the Union or who has become a member of the Union since June 25, 1941, shall, as a condition of continued employment, maintain membership on good standing; and any employee who hereafter, during the life of this agreement, becomes a member or is rein-

stated as a member of the Union shall, as a condition of continued employment, maintain membership in good standing.

Article 12. Individual Contracts.

There are now in existence approximately 423 individual contracts of employment between Western Cartridge Company and certain of the employees of the Company. The said contracts shall not be transferred to or assumed by the Company nor shall the Company offer to its employees and such individual contracts.

Western Cartridge Company or the Company will repay as of August 1, 1941, to each of the employees of the Company holding one of such individual contracts the amount he personally has paid to Western Cartridge Company under his contract, upon the signing by each such employee of a receipt and release in full of all further rights thereunder. Neither the Western Cartridge Company nor the Company will take any other steps to enforce such individual contracts with respect to any claims against the employees of the Company accruing after August 1, 1941.

The Company shall have the right to require as a condition of employment that each of its employees shall sign a contract of employment in the form of which a copy is attached hereto, and marked exhibit A.

Article 13. Accident Reserve Fund.

Both the Company and the Union agree that it is necessary to maintain such conditions and follow such working practices as may best be suited to produce safe plant operation and prevent accidents which might result in personal injuries, fatalities and loss of property. Accordingly, the Company agrees to award to its hourly-paid production and maintenance employees, including hourly-paid foremen, technical employees, a Bonus in accordance with the following plan:

An Accident Reserve Fund will be created by the Company by setting apart each month, commencing with the month of August, 1941, and concluding with the month of July, 1942, a sum equal to ..... per cent of the Company's

payroll for the said classes of employees during each preceding month. During the months of August, 1942, the Company will determine the balance, if any, left in this Accident Reserve Fund, after deducting the expenditures, and reserves for expenditures, in replacing property damage and in payment of personal injury and compensation liability claims resulting from accidents at the Company's plant during the period from August 1, 1941 to July 31, 1942. The balance then remaining in the Accident Reserve Fund shall be divided among the said classes of employees who are in the employ of the Company at the time of such distribution, together with those who have been laid off during said period. The percentage of such Accident Reserve Fund to which each such employee shall be entitled will be determined by dividing the total earnings of each said employee for the said period from August 1, 1941 to July 31, 1942 by the total of the Company's payroll during said period for all of such employees so entitled to participate in the distribution.

The Company agrees that regardless of the total actual payments or reserves for payment from said Accident Reserve Fund the Company will guarantee that the minimum distribution to said employees shall be equal to at least 1½% of the total wages paid to each such employee by the Company during the said period.

In the event of the non-operation of the plant of the Company due to any cause, the Company may, at its option, terminate the further operation of said Accident Reserve Fund, provided, however, that in the event of such operation termination the balance then remaining in said Accident Reserve Fund shall become due and payable immediately.

There shall be established a Joint Safety Committee consisting of representatives of the Company and of the Union which shall be charged with the duty of consulting and advising on safety problems for the mutual benefit of the Company and its employees. Said committee shall have the right to be kept advised with respect to the operation of said Accident Reserve Fund and to inspect the books and records in connection therewith.

Article 14. No Suspension of Work.

There shall be no suspension of work through strikes or any other stoppage, total or partial, on the part of the Union or any member of the Union, (except that the right to strike following the failure to adjust a grievance is reserved as set forth in Article 3 hereof), nor through lockouts on the part of the Company, during the term of this agreement.

Article 15. Wage Rates and Vacations.

The transfer of the employees formerly employed by Western Cartridge Company in its so-called smokeless powder division to the Company shall be deemed to have been made effective as of August 1, 1941.

The Company agrees to take over and adopt the applicable wage brackets which were in effect in said smokeless powder division of the Western Cartridge Company on August 1, 1941, and to advance each employee one full step in his bracket, the average wage increase effected thereby being approximately 5%; the said increase to be retroactive to July 13, 1941.

The Company further agrees that it will proceed forthwith, in consultation with appropriate representatives, committees and subcommittees of the Union, to make a thorough study and analysis of the said wage brackets and of each of the jobs to which they are applicable, and of wages being paid by others for similar work, in an endeavor to arrive at an agreement with the Union for the adjustment and correction of such inequalities and inconsistencies, if any, as may be found in said wages structure and for such further wage increases, if any, as may be justified. Any such adjustments, corrections, and increases, if any, shall be retroactive to July 15, 1941. At the same time the Company and the Union will endeavor to arrive at an agreement with respect to vacations and vacation pay.

If no such agreement shall have been reached by August 31, 1941, and if both parties hereto shall not agree prior to said date to an extension of time for the continu-

ation of such negotiations, then the negotiations with respect to such adjustments and corrections of inequalities, if any, and further wage increases, if any shall be deemed to have failed. In such last named event this agreement shall be and remain in full force and effect with respect to each and every other term and provision hereof, but neither the execution and delivery hereof nor anything herein contained shall be deemed to divest the National Defense Mediation Board of any jurisdiction over the Company, the Western Cartridge Company or the Union, which it may have heretofore acquired.

Article 16. Physical Examinations.

In the case of periodical physical examinations of employees conducted by the Company, the Company agrees to furnish the employee with an accurate summary of the physician's report, if any.

In Witness Whereof, the parties hereto have duly executed this agreement this 2nd day of August, 1941.

East Alton Manufacturing Company,
By J. M. Olin,
Vice-President.

Chemical Workers Local Union No. 22574,
By Francis Bunzy,
President.
Jack Otten,
Recording Secretary.
Cecil Crosnoe,
Committeeman.
Fred Olds,
Representative of American Federation of Labor.
H. A. Bradley,
President of International Council of Chemical and Allied Industries Unions.

Attest:
Spencer T. Olin,
Secretary.

BOARD EXHIBIT NO. 3-L.

Exhibit A.

This Agreement, made this ..... day of ....., 19..... by and between the East Alton Manufacturing Company, a corporation organized under the laws of the State of Maryland, as Party of the First Part, hereinafter called "Company", and ....., Party of the Second Part, hereinafter called "Employee", Witnesseth That:

Whereas, Employee desires to enter to continue employment in the employment (as the case may be) of the Company under an oral contract of employment and the Company is unwilling to permit Employee to do so unless Employee is willing to enter into this agreement.

Now, Therefore, in consideration of such employment of the Employee, and of the sum of One Dollar ($1.00) paid by the Company to the Employee, receipt of which is hereby acknowledged, it is hereby agreed:

1. That inventions and discoveries relating to the manufacture of explosives, or any products made by the Company, or any appliances connected therewith or applicable thereto, which shall be conceived, made, developed or perfected by, or which shall result in whole or part from the efforts of the Employee during the term of his employment by the Company and during a period of one year thereafter, shall be conclusively presumed to have been conceived, made and developed or perfected mentally or by research or experiment or carried on in whole or in part with material or apparatus owned or furnished by the Company and at the expense of the Company and, accordingly, any and all such inventions and discoveries shall belong solely to the Company and, upon its request, and at its expense, Employee shall make full disclosure thereof and sign, acknowledge and verify all applications, petitions, specifications, claims, powers of attorney and other instruments necessary, proper or convenient for the making of application for letters patent and the prosecution of such application or applications, and shall assign all such inventions and discoveries and letters patent to

be issued thereon to the Company, except as listed below. The Employee's obligation to execute the papers above referred to shall continue beyond the termination of the period of employment with respect to any and all of the inventions and discoveries hereinabove referred to and such obligation shall be binding upon the administrators, executors and assigns of Employee. The Company may, in its discretion, compensate or reward Employee for any such inventions or discoveries in any manner as to the Company may seem fit and proper.

2. Any other inventions and discoveries made, developed or perfected by or which shall result in whole or in part from the efforts of Employee during the term of his employment, which are not covered by the foregoing paragraph, shall be fully disclosed by the Employee to the Company and the Company shall have a reasonable time in which to investigate such inventions and discoveries and to negotiate with Employee for the purchase of the right to use the same, before Employee discloses or offers said inventions or discoveries to anyone else.

3. The Company declares and Employee acknowledges that by action of the Board of Directors the business of the Company has been declared a secret business and Employee agrees not to disclose to others not a party hereto any of the trade secrets, details or processes of manufacture or equipment or other information concerning or relating to the Company's business.

In Witness Whereof, the Company has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its authorized officers and Employee has hereunto subscribed his name as of the day and year first above written.

East Alton Manufacturing Company,

By .....

.....

Attest:

.....

Secretary.

.....

Exceptions.

BOARD EXHIBIT NO. 8.

East Alton, Illinois
July 23rd, 1937

Mr. F. W. Olin,
President of the Western Cartridge Company,
East Alton, Illinois.

Dear Sir:—

This is to advise you that the Western Cartridge Employees Independent Union, of East Alton, Illinois, has been designated by a majority of the employees, of the Western Cartridge Company, to act as the exclusive agents, or representatives, of the employees of the plant for the purpose of a collective bargaining, in respect to rates of pay, wages, hours of employment and other conditions of employment, pursuant to the Wagner Labor Act, recently adopted by the United States Congress.

For your information the Representatives of the Union are as follows:

Division No. 1, Fred Plumb; Division No. 2, Virgil Keefe; Division No. 3, Conrad Barkley; Division No. 4, Clyde Mitchell; Division No. 5, Oliver Foster; Division No. 6, Berkeley Wilmering.

The officers of the Union are: Fred Plumb, Chairman, Virgil Keefe, Vice Chairman, Otis D. Sullivan, Secretary-Treasurer.

We are preparing data which we desire to be included in the working agreement and when same is completed will communicate with you requesting that a conference be held between the representatives of this Union, and the representative, or representatives, designated by the company for such purpose.

Yours very truly,

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Chairman.

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.....

Secretary-Treasurer.

BOARD EXHIBIT NO. 11.

W C 340 Western

Wage Assignment Clock No.

Instructions: Clock Number and Department must be shown. Our paydays are on alternate Fridays. Orders must be in Pay Roll Dep't. not later than Monday preceding payday. All Assignments will be handled in conformity with State Wage Assignment Law effective July 1, 1937.

Department

Date

To Western Cartridge Company, East Alton, Illinois:
I hereby authorize you to deduct from my wages, the sum of $..... Dollars divided into payments of $....., per pay period, beginning with pay period ending .....

.....

Make payment for my account to .....

..... for .....

.....

.....

Employee

Duplicate

For Employee

I Specifically Reserve the Right to Withdraw This Assignment at Any Time at My Convenience Upon Written Notice to the Company to Be Given at Least Five Days Before Pay Day.

BOARD EXHIBIT NO. 13.

Working Agreement.

This Agreement, entered into this 4th day of June, 1941, by and between the Western Cartridge Company of East Alton, Illinois, hereinafter called the "Employer," and the Western Cartridge Employees Independent Union of East Alton, Illinois, as the representative of the employees of Western Cartridge Company, hereinafter called the "Union,"

Witnesseth:

Whereas, the Employer and the Union entered into a Basic Agreement on the 12th day of August, 1937, which said Basic Agreement is in all things hereby confirmed; and

Whereas, under the provisions of said Basic Agreement it is provided that negotiations shall be had between the Employer and the Union with respect to any demands or grievances which may be initiated by either party to said agreement; and

Whereas, the parties have been negotiating on the matters hereinafter set forth and have agreed on a Working Agreement which shall be supplemental to said Basic Agreement and which is made in pursuance thereof;

Now, Therefore, in consideration of the premises, the parties have agreed and do hereby agree, pursuant to the terms of said Basic Agreement and subject to the terms of the written contracts of individual employment between the Employer and certain of its employees, as follows:

Section One.

Term and Renewal.

This agreement shall remain in force and effect until November 15, 1942, and for successive periods of one year each thereafter unless notice is given in writing by registered mail by either party hereto at least 60 days prior to any expiration date. Such written notice shall specify any changes or amendments desired and only such changes

or amendments as are contained in such notice shall be discussed in a conference which shall be arranged to begin during the next 30 days following the date of the giving of such 60 day notice. In case no agreement is reached on amendments under discussion by the expiration date following such notice, this contract will automatically expire unless both parties mutually agree to its extension during an additional negotiation period of not to exceed 30 days. The Basic Agreement hereinabove referred to is hereby amended as to term and manner of termination so as to extend during the term or any extended term hereof and be subject to termination in the manner hereinabove provided.

Section Two.

Definition of Overtime Work.

The term "Overtime work" as used in the written contracts of employment between the Employer and certain of its individual employees is hereby defined as including the following: all time worked in excess of 8 hours in a 24 hour working day; all time worked in excess of 40 hours in a calendar week; all time worked on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas, except that in the case of employees whose regular schedule includes Sunday as a work day and in lieu thereof designates another day as Equivalent Sunday in the work week, such time worked on the scheduled Sunday shall be considered as straight time but any time required by the Employer to be worked on the designated Equivalent Sunday shall be considered as overtime.

Regular schedules shall not be changed temporarily to include Sundays in order to avoid payment of overtime. Schedules may be changed to include Sunday as a work day if four shifts or continuous operations are required on more than a temporary basis. For the purpose of calculating overtime Sundays and Holidays are considered as starting from 8:00 A. M. Employees shall not be laid off during the week to eliminate overtime requirements for Saturday and Sunday work, except as required by law. When time

and one-half pay is required for more than one of the aforementioned reasons it shall only be paid once for the same hours so worked.

Employees who are not employed under such written contracts of employment shall also be compensated at the rate of time and one-half for overtime worked as above defined.

The preceding definitions are adopted in the belief by both parties hereto that they comply with all existing Federal and State Laws and existing rules and regulations in regard to the hours of labor in National Defense work. Both parties recognize the need to revise and revaluate this section in accordance with any new laws and regulations applicable to the hours of labor on National Defense work.

Section Three.

Minimum Wage Rates.

An employee shall be paid not less than the prevailing minimum wage rate for his or her particular position, and such an employee who is placed on a job paying a higher rate of pay shall be paid the rate for such position. If such an employee is temporarily placed on a job with a lower rate of pay he may receive either his or her regular rate of pay or the maximum pay of the bracket for the lower paid job, unless and until he or she is permanently transferred to such lower paid position, when he or she shall receive the prevailing rate of pay for that particular position.

Section Four.

Grievance Procedure.

The Employer and the Union have mutually agreed to and signed a "Procedure for Cooperative Action to Remove Causes of Misunderstanding" on the 27th day of February, 1941, which is hereby included as a part of this Working Agreement, as effectively as if reproduced herein, with the exception that it may be modified during the period of this agreement by mutual consent of the parties hereto.

However, if the parties fail to adjust a grievance under the said Procedure, it may be arbitrated with the consent of the parties in any manner that they may agree upon. If the parties fail to agree to arbitrate such grievance, the restrictions against strikes in Paragraph One of Section Eight hereof shall not apply.

Section Five.

Seniority.

In all cases of a decrease or increase of the working force the Employer shall take into consideration, with respect to the group or department being decreased or increased, male and female employees being considered separately, the following factors: knowledge, training, ability, skill, efficiency, willingness to do the work in a competent and safe manner, physical fitness, family status, number of dependents, members of the family gainfully employed, and length of continuous service; and where the foregoing requirements are relatively equal, length of continuous service shall govern. Seniority shall not be deemed to apply to any employee with less than twelve (12) months continuous service.

However, it is understood that the above is merely a statement of operating policy which the Employer will endeavor generally to follow in the conduct of its business. The Employer specifically reserves the right to make reasonable exceptions to such policy in the future, and the Union recognizes the necessity of accepting such reasonable exceptions.

A voluntary quit, other than for military service as provided in Section Six, or a discharge shall interrupt continuous service and on re-employment thereafter, the employee's service record shall be treated as in the case of a new employee with no credit for former service. A layoff because of lack of work shall not be deemed an interruption of continuous service if the employee is recalled within one year and reports for work. Absence due to an industrial accident or occupational disease shall not be deemed an interruption of continuous service.

The employer agrees not to tolerate any favoritism by foremen or supervisors and to make available to qualified employees such opportunities for advancement as may arise, from time to time, even though such employees are particularly qualified on their present job.

In the event that any employee believes that he has been unjustly treated with respect to the preceding matters, the employee shall have the right to initiate a case under the method of adjusting grievances referred to in Section Four.

Section Six.

Absence of Employee for Military Service.

Until further notice by the Employer, any employee with one year or more of continuous service with the Employer, who is called or volunteers for service in the military forces of the United States of America shall receive additional compensation after termination of his employment, equal to four weeks' pay of 40 hours per week at his regular hourly base rate in effect on January 1, 1941. Proof of service with such military forces in the form of a statement from the employee's Commanding Officer or from the Draft Center, or other evidence satisfactory to the Personnel Manager of the Employer will be required before such compensation will be paid.

In addition, such employee, if employed under a written contract of employment, shall be paid the bonus and deductions, if any, as provided in Paragraph Six thereof.

Any employee qualifying as above and who completes such military service, is not dishonorably discharged, does not have a social disease, is physically and mentally able to do work in line with the position held at the time of entering into military service, has not voluntarily re-entered such service after being offered an opportunity of demobilization and who presents himself for re-employment with the Employer within forty (40) days after his release from military service, will be restored to a position of like seniority, status and pay to the position which he left, unless the Employer's circumstances have so changed as to make it impossible or unreasonable to do so. When reinstated as an employee, if complying with all of the

above requirements, service with the Employer obtained prior to induction into the military forces will be allowed on the employee's continuous service record.

Section Seven.

Management and Rules.

The management of the plant, the direction of the working forces, the right to hire, promote, demote, transfer, suspend or discharge for proper cause and the right to relieve employees from duty because of lack of work, reorganization of departments, or for other legitimate reasons, is vested exclusively in the Employer. In the event any employee believes he has been unjustly treated in the exercise of these rights by the Employer, the employee shall have the right to initiate a case under the method of adjusting grievances referred to in Section Four.

Rules and regulations, not in conflict with the said written contracts of employment or the provisions hereof, covering conditions necessary or proper for the operation of the plant and the conduct of employees on Employer's property, and specifying the penalty or penalties for the breach thereof, may be issued by the Employer, from time to time, and posted on the Bulletin Boards in the plant. Failure to follow such rules and regulations will subject employees to the penalty or penalties stated therein.

The Employer declares and the Union acknowledges that the business of the Employer is a secret business and that the employees of the Employer may not disclose to others any of the trade secrets, details or process of manufacture or equipment or other information concerning or related to the Employer's business.

Section Eight.

No Suspension of Work.

There shall be no suspension of work through strikes or any other stoppage, total or partial, on the part of the Union or any member of the Union, nor through lockouts

on the part of the Employer, during the term of this agreement.

There shall be no sabotage, tampering with or destruction of physical property, equipment, raw materials, material in process of manufacturing, finished products or sabotage of any kind by any employee. Instances of sabotage will be dealt with by the Employer, in its sole discretion, as the circumstances warrant.

Section Nine.

Vacation.

All employees on payroll on July 1st in each year who have established a continuous service record of one year or more and who have a written Employment Contract with the Employer will be granted a vacation of one week with pay, except that employees with less than two years continuous service who have actually worked less than twelve months during the fifteen months immediately preceding July 1st will receive no vacation.

The vacation week will be set by the Employer so that at least the majority of the days will, if possible, fall in the month of July and the Employer will announce the week selected on or before June 1st in each year, but in the event that unusual conditions should cause the entire plant to operate during the selected vacation week, vacation pay will be paid in addition to regular pay earned during the week. The vacation pay will be computed on the basis of each employee's base rate per hour times forty (40) hours, and an employee who has ten (10) years of completed continuous service on June 30th prior to the selected vacation week will receive 25% additional vacation pay, an employee who has fifteen (15) years of completed continuous service on June 30th prior to the selected vacation week will receive 50% additional vacation pay, an employee who has twenty (20) years of completed continuous service on June 30th prior to the selected vacation week will receive 75% additional vacation pay, and each employee who has twenty-five (25) or more years of completed continuous service on June 30th will receive 100%

additional vacation pay, but in no event shall the total vacation pay exceed the employee's base rate per hour times eighty (80) hours, regardless of length of service. Vacation pay will be subject to Social Security Tax which will be deducted from the vacation pay check. Deductions under the provisions of the written contracts of employment on account of the vacation pay will be taken from the next regular pay following the vacation period. Personnel Department records shall conclusively determine eligibility for vacation pay, under definition of continuous service contained in Section Five.

Section Ten.

Physical Examination.

The Employer reserves the right to require a physical examination of any person called back for re-employment or of any employee at any time when, in the Employer's opinion, the circumstances warrant such examination. All physical examinations will be made on Employer's time except in the case of new employees' initial examination.

Section Eleven.

It is the intention of the parties to this Working Agreement that nothing herein contained shall change, modify or amend any of the terms and provisions of the written contracts of individual employment between the Employer and those of its employees who have made or shall make such contracts.

For the Employer:
Western Cartridge Company,
For the Union:
Western Cartridge Employees,
Independent Union,

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BOARD EXHIBIT NO. 21.

Regulation for Adjusting Rates—Finish and Breakdown Rolls.

March 18, 1941. Revised—September 29, 1941.

1. The Wage Bracket:

Rolls 5, 6, 8, 9, 10 Class "A" Roller	.83—1.05
7, 11, 12, 13, 15 or 16 Class "B" Roller	.83—1.00
1, 2, 3, 4, Breakdown Rolls	.83— .95

Rate bracket steps—83—87—91—95—1.00—1.05.

When a man has received roller training for four to eight weeks and is capable of operating a roll, without supervision of an extra roller, he will be paid .83 for such work. The rate will be increased one step in the rate bracket, every six months, until the maximum is reached, providing the roller's qualification entitle him to the rate increase.

All increases to be in accordance with the qualification listed below.

2. Qualification of Breakdown Roller:

Capable of operating any of the four breakdown rolls—equal, or above the average product on, efficiency, scrap, or off gauge, as set up by the previous year.

3. Qualifications Class "B" Roller:

Capable of operating 7, 11, 12, 13, 15, or 16. Equal, or above the average set up by the previous year.

The off gauge will be based on all finished metal for the previous year, a roller must have finished 250 bar per month, to have his off gauge considered as a factor. The average will be based on each individual roll.

The rollers' scrap will also be an important factor. When compared to the other rollers on the roll he must have a rank of 1 or 2. All rollers within 300 pounds of the lowest will be ranked No. 1. The first roller having 300 pounds more than the lowest will be ranked No. 2 and all within 300 pounds of him will be ranked No. 2, No. 3, and No. 4. Posi-

tions will be determined in the same manner in considering the record of the individual roller, as well as, other good or bad records of his personal record.

4. Qualifications of a Class "A" Roller:

His qualifications must be the same as those of a Class "B" plus the ability to operate on the same basis, 5 or 6, 8, 9, or 10. He must have, at least, 6 months experience on a Class "A" roll.

When a roller is below the qualifications outlined in paragraph 2 and 3 for a period of 3 months and the management will review his case carefully and either warn him or remove him from the job.

After the Company has removed a man from the job the aggrieved employee may make his complaint in accordance with the procedure that has been agreed to by the Company and the Union.

In general each roll will be operated with a roller and two men. Extra men will be allowed as follows:

5 & 6 Rolls: An extra man all metal rolled to .032", or heavier. Two extra men on 222 Mixture, cast in the 76" or 80" mold. An extra man on .032" soft, if necessary to keep up production.

7 Roll: An extra man when running out of the water tub and all metal over 16" wide. A man will be allowed on all metal blocker over .028".

8 & 9 Rolls: An extra man will be allowed on all metal rolled .028" or heavier.

10 Roll: Two extra men on .050" and heavier. Three men when needed—to be decided by the roll foremen.

11 Roll: An extra man out of the water tub and when placing metal on a pan over .028". An extra man to be allowed when finishing metal over .020" with a tolerance, plus or minus, .0005".

16 Roll: Two extra men from .050" to .033". One extra man from .033" to .020". One man on first pass of soft metal regardless of gauge, also when necessary to cut out bad edges on hard metal.

When any promotion is to be made Mr. Renken, or Mr. Krinard, and the roll foremen, or any other interested person, will be asked to advise on who should be selected

for the next promotion. When these men have arrived at an agreement the Union representative will be asked to give his approval or disapproval. If he disapproves he must give definite reasons why and state who, in his opinion, should have the opportunity.

Seniority will be given preference, other conditions being equal. Before a man is eligible to receive roller training he must show that he has observed some of the principles of rolling. He should be able to read a micrometer, define A, B, and C finishes. He should have a reasonable knowledge of the pinches, B & S gauges, and the water or oil control for the roll he has been working on.

The rate of pay, for men being trained for rollers, will be their regular rate, unless the rate is higher than the maximum sticker rate, in which case his rate will be the maximum sticker rate.

The Company reserves the right to train men of previous exceptional training, or men having a technical education. The management will not remove a roller on a job to make room for this man.

These department provisions may be modified if an agreement is negotiated by the Union and the Company and are not to be considered as a precedent for such negotiations for the entire plant.

.....

Chairman, Independent Union.

.....

Brass Mill Superintendent.

9-30-41.
ew.

BOARD EXHIBIT NO. 23.

6-28-41.

In the Matter of
Western Cartridge Company,
Alton, Illinois,
and
Chemical Workers Union,
Local 22574—AFL.
} Case No. 44.

FINDINGS AND RECOMMENDATIONS.

1. The Secretary of Labor certified this Case to the Board June 24, 1941.

2. A panel of the Board composed of Charles E. Wyzanski, Jr., representing the public, Roger D. Lapham, representing employers, and Edward J. Brown, representing employees heard this case June 28, 1941.

3. The principal issue raised was whether the Western Cartridge Company would now recognize Chemical Workers, Local Union 22574 (AFL) as the exclusive representative of the hourly paid production and maintenance employees of the Company's smokeless powder division at East Alton, Illinois.

4. The Company operates a plant at East Alton where it manufactures small arms ammunition, explosives, brass, brass specialities, traps and targets. It employs a total of about 6500 employees in the plant as a whole and about 650 in the smokeless powder division.

5. The Company has had individual contracts with employees at various times since 1914, and continuously since 1933; and has had so-called basic and working agreements since 1937 with the Western Cartridge Employees Independent Union covering production, maintenance and other employees throughout the Company.

6. In January 1941 the Chemical Workers Local Union No. 22574 began organizational activities among the employees of the smokeless powder division of the Company. The Chemical Workers claimed a majority in that division of the Company, and asked for exclusive bargaining rights

for the production and maintenance workers in that division. The Company refused to grant such recognition on the ground that the employees of the smokeless powder division do not constitute a proper unit and on the ground of an outstanding contract with the Independent Union.

7. March 28, 1941 the Chemical Workers filed with the National Labor Relations Board a petition asking to be certified as the exclusive representative of the production and maintenance employees of the smokeless powder division of the Company. The National Labor Relations Board held hearings. At the Company's request the National Labor Relations Board subpoenaed officers of the Independent to appear. They did so. In writing they had previously stated that they did not object to the unit claimed by the Chemical Workers and that they waived any bargaining rights they might have for the employees in the Smokeless Powder Division. The National Labor Relations Board on May 15, 1941 issued a decision ruling that the smokeless powder division was an appropriate unit and directing an election therein.

8. May 26, 1941 the National Labor Relations Board conducted an election in that unit. In that election 527 were eligible to vote, 459 voted, 377 voted for the Chemical Workers and 82 voted against them. Thereupon the National Labor Relations Board on June 10, 1941 certified that the Chemical Workers are the exclusive representatives of the production and maintenance employees in the Company's smokeless powder division.

9. June 10 the Chemical Workers asked the Company to enter collective bargaining negotiations. In reply the Company, after repeating that the unit was inappropriate and that other contracts were obstacles, wrote "that the Company does not recognize * * * Chemical Workers, Local Union No. 22574, affiliated with the American Federation of Labor, as the representative for the purpose of collective bargaining under the provisions of the National Labor Relations Act of any of its employees within said proposed bargaining unit."

10. Commissioners of Conciliation conferred with the parties in Washington June 23. The Company's lawyers drafted or participated in the drafting of a proposal to be submitted to their client which provided for the Company

recognizing the Chemical Workers as the exclusive representative in the Smokeless Powder Division. The union negotiators, duly empowered for that purpose, executed the draft. The Company's executive officers refused to execute. They stated that unless the directors and perhaps the stockholders of the Company acquiesced they would not abandon the Company's right to a review in the courts of what was the appropriate unit.

11. In the hearings before the National Defense Mediation Board it at once became apparent that the principal issue which was dividing the parties was whether the Company would *now* recognize the Chemical Workers as the exclusive representative in the unit found by the National Labor Relations Board to be appropriate, or whether the Company would insist on proceeding to seek court review of that determination.

12. That this was the principal issue became undeniable when the panel asked the Vice-President of the Company whether the Company would execute a contract with the Chemical Workers which had in it only two clauses, the first providing that wages, hours, and working conditions shall be the same as those now prevailing under the Company's contract with the Independent Union, and the second providing that the Chemical Workers shall be the exclusive bargaining representative of the employees in the unit certified by the National Labor Relations Board as being appropriate. To this inquiry the Company answered that it would not agree to the second clause.

13. In trying to persuade the Company to change its position the panel presented various considerations. The panel pointed out that the Supreme Court of the United States in Pittsburgh Plate Glass Company and Crystal City Glass Workers' Union *vs.* the National Labor Relations Board, decided April 28, 1941, and the Circuit Court of Appeals in a uniform series of cases had indicated that a ruling of the National Labor Relations Board on what is an appropriate unit is virtually conclusive unless there has been a lack of procedural due process of law. Hence there is no substantial probability that an appeal to the courts on this issue would accomplish any purpose except delay. The panel also pointed out that only yesterday this Board had in a similar case recommended that a labor or-

ganization should not seek a judicial review of a determination by a state labor relations board. Duquesne Light Company, Case No. 42. See also the first point in the settlement of Minneapolis Honeywell Regulator Company, Case No. 22.

14. Not having been able to secure any agreement from the parties we are authorized by the Executive Order to make recommendations in this case.

15. In making recommendations it should be clearly understood that our purpose is not to pass upon the correctness of any decision of the National Labor Relations Board. It is not our function to determine appropriate units. But it is our duty under the Executive Order to aid in the establishment of industrial peace in defense industries. In accordance with that duty we recommend that the Company should now bargain in good faith with the Chemical Workers as the exclusive representative of the employees in the unit certified by the National Labor Relations Board as appropriate.

Signed at Washington, D. C., this 28th day of June, 1941.

Charles E. Wyzanski, Jr.,
Charles E. Wyzanski, Jr.,
Representing the Public.
Roger D. Lapham,
Representing Employers.
Edward J. Brown,
Representing Employees.

BOARD EXHIBIT NO. 24.

NATIONAL DEFENSE MEDIATION BOARD.

In the Matter of Western Cartridge Company and East Alton Manufacturing Company and Chemical Workers' Union, Local 22574—A. F. L.	Case No. 44.

Before a panel composed of Charles E. Wyzanski, Jr., representing the public, Roger D. Lapham, representing employers, and Edward J. Brown, representing employees.

Hearings held July 11, 12, 14 and 15, 1941.

PRELIMINARY RECITALS.

1. This is the same case which was the subject of hearings, findings and recommendations on June 28, 1941.

2. At that previous hearing the Board, acting through the same panel as is now sitting in this case (that is, Charles E. Wyzanski, Jr., representing employers, and Edward J. Brown, representing employees,) recommended that Western Cartridge Company should bargain in good faith with Chemical Workers' Union Local No. 22574 (AFL) as the exclusive representatives of the employees in the unit certified by the National Labor Relations Board as appropriate. That unit included "all hourly paid production and maintenance employees of the smokeless powder division of the Company, including hourly paid foremen, technical employees, and maintenance clerks, but excluding superintendents, general foremen, watchmen, and office employees."

3. The Western Cartridge Company, under date of July 2, wrote the Board a letter in which it took exception to these recommendations but stated that "If it is neces-

sary for the Company to bargain separately for this unit, then we are prepared to explore the possibilities of reorganizing the operations of the Company's plant and business and of taking the necessary steps to create a separate integrated economic unit for the so-called Smokeless Powder Division."

4. The Board, insisting that its recommendations should be complied with, on July 3, telegraphed the Western Cartridge Company that it recommended that its representatives should meet in East Alton with the Union's representatives July 5; that if no progress were made, the parties should be free to return before the Board in Washington and that production should be continued throughout the negotiations and proceedings before the Board. The Board also relayed to the Union the Western Cartridge Company's proposal to organize a new corporation to carry on the work of the Smokeless Powder Division.

5. July 5, the Western Cartridge Company telegraphed that its representatives would on that day meet the Union representatives. The telegram further stated that "Negotiations contemplated on our part shall be for and on behalf of contemplated corporation to be formed representing reorganization of operations of Company's plant and business comprising a separate integrated economic unit for the so-called Smokeless Powder Division."

6. At about the same time persons associated with the Western Cartridge Company formed a wholly owned subsidiary East Alton Manufacturing Company. The principal officers of the two companies are expected to be substantially identical. Western Cartridge has not yet transferred but plans to transfer, to East Alton the jobs which were performed by the hourly paid production employees of the Smokeless Powder Division except magazine storekeepers and probably junior physicists and junior chemists. It also plans to have East Alton assume (so far as may practically and lawfully done) obligations and contracts affecting production, sales and employment in the Smokeless Powder Division. Furthermore, it plans to transfer to East Alton the Smokeless Powder plant and

such other assets as will enable East Alton in good faith to carry out the obligation its assumes and incurs.

7. On July 5 the parties met for collective bargaining in East Alton. Some progress was made. The Union, however, regarding as improbable any further accomplishments through negotiations in Illinois, asked the Board to take the case back to Washington, in accordance with the Board's telegram of July 3.

8. July 7, the counsel for the two companies stated to the Board that he was surprised at the sudden interruption in the Illinois negotiations, as at the conclusion of the July 5 session all parties had joined in making to the press a statement of progress and a date had been set for a further hearing. He suggested that the Board encourage further negotiations in Illinois.

9. The Board, by telegram dated July 7, urged the parties further to negotiate in Illinois and if they could not agree, to return to Washington for a hearing July 11.

10. Further negotiations in Illinois proved fruitless. The Companies charged the Union with being responsible by insisting on disposing first of a union shop demand made by the Union. The Union charges the Companies with being responsible by refusing to bargain in good faith regarding the more critical questions which divided them, including not only the type of shop, but also wages and the so-called "individual contracts" later to be discussed. The Union also complained that shortly after the opening of the conference on July 5, the Companies were represented only by a plant superintendent and by lawyers and that Mr. John Olin and Mr. Spencer Olin withdrew. In this connection the Union pointed out that the direction of the two companies rested primarily with these two men and their father, Mr. F. W. Olin, who are the principal officers and the principal common stockholders as well as a majority of the board of directors. As a rejoinder to this contention, the Messrs. Olin emphasized the extent to which all of them were engaged in other corporate affairs affecting not only their own but also the national interest. Moreover, they stresses the fact that they had given broad powers to those who were engaged in the actual negotiations.

11. The Board reopened hearings in Washington July 11. The three members of the original panel were present. The Union sent its local committee and also its regional officers who were given by the membership the power to make a final commitment without the necessity of returning for ratification. The companies sent a plant superintendent and three lawyers, (two of whom were connected with different private firms, and one of whom was a corporate secretary who in *prior* negotiations at the Department of Labor did not have the power to commit the Company.) The three Olins informed the panel that these persons were at this time adequately empowered to act. However, the panel, in line with the discussion at recent Board meetings, in accordance with the precedent in the Utica & Mohawk Cotton Mills case (Case No. 23), and in the light of its own best judgment as to how a settlement in the instant case could most fairly and rapidly be achieved, requested that one or more of the Olins participate in the proceedings and further requested that in the meantime those who had assembled should continue (in the absence of the panel but in the presence of the panel's secretary) to carry on negotiations with the hope of narrowing

12. These requests were honored. The parties negotiated some relatively minor matters Friday afternoon, July 11 and Saturday, July 12. The three Olins and a labor relations counsellor arrived on Monday, July 14. Thereupon the panel reconvened the hearings and extended discussions occurred on that day and the day following.

13. At the outset of the session of July 11, the Union agreed that it would be prepared to negotiate its labor contract exclusively with East Alton on the understandings (a) that all the jobs included by the National Labor Relations Board in its finding of an appropriate unit at Western Cartridge should be transferred to East Alton, (b) Western Cartridge should furnish East Alton with adequate assets to fulfill appropriate labor obligations, (c) neither the NLRB nor this Board lost such jurisdiction and power as either tribunal might have with respect to matters in controversy affecting the parties, and (d) East Alton would recognize the Union as the exclusive repre-

sentative of the employees in the jobs embraced in the NLRB's certificate. The Company agreed to (b) and (d). The panel informed the Union that no steps here taken could prejudice any jurisdiction and power the National Labor Relations Board might have, particularly in view of the second sentence of Section 10 (a) of the N. L. R. Act; and that the National Defense Mediation Board would not release such jurisdiction as it might have over Western Cartridge but would merely add to the already included parties the name of the East Alton Manufacturing Company. As to condition (a), the transfer to East Alton of all hourly paid production jobs in the Smokeless Powder Division, more is said below.

14. At the outset of the July 14 session, the parties agreed that the principal issues which still divided them were: (a) the individual contracts, (b) the type of shop (sometimes called the "union security issue"), (c) wage rates, (d) vacations, (e) the extent to which Western Cartridge would be relieved of a duty to bargain for such employees of the Smokeless Powder Division as were not transferred to East Alton, and (f) seniority. (It should be added that at this stage there also was some difference of opinion as to whether an employee should be given a copy of any medical report on his health. That issue, however, was subsequently negotiated to a mutually satisfactory conclusion and requires no further statement here.)

15. The session on July 14 brought none of these six issues to a conclusion. Much time was spent on general discussions of wages and an attempt to inform the panel of the practices on wages presently prevailing in the Smokeless Powder Division.

16. In that Division, all of the 550 employees within the coverage of the National Labor Relations Board's certificate are hourly paid. That is, there is no bonus, piece or incentive system.

17. Most of these employees have been taken on within the last year to meet the sudden expansion principally consequent upon orders placed with Western Cartridge by Great Britain. Thus the Division's payroll has risen in one year from 110 to 550.

18. The minimum rate among these 550 employees is 52¢ an hour. The average rate is 71.8¢ an hour.

19. These employees fall into three main divisions: roughly 330 in production, roughly 125 in laboratories, and roughly 95 in maintenance. Production subdivides itself into 7 classifications, laboratories into 4 classifications, and maintenance into 20 classifications.

20. The Company's practice as to wages is illustrated in the following rough break-down of the production division. In this breakdown the figures were derived from the Companies' oral testimony. An accurate, detailed statement of the wages is set forth in the Companies' Exhibit C, but these details are too complicated to be repeated here. An employee is hired at a learner's rate, 58¢ an hour. All learners (of whom there are now about 20 in production) are paid that rate. It is expected that after about three months a learner will step up another grade, and that on due time, if he has ability and efficiency and if there is an opening, he may be given a personal increase or upgraded as the case may be. The grades and pay scales above learners in the production division are: truck drivers' helpers 58¢ to 62¢ an hour; truck drivers (who together with helpers are about 30 in number) 63¢ to 75¢ an hour; helpers (about 75 in number) who are paid 60¢ to 66¢ an hour; powder operators B (about 75 in number) 69¢ to 72¢ an hour; powder operators A (about 75 in number) 75¢ to 79¢ an hour; and hourly paid foremen (about 12 in number) 83¢ to 91¢ an hour.

21. After the general exploration of the wage issue, the panel and the parties on July 14 discusses principally the individual contracts and the type of shop. After formal adjournment that day, there was further informal discussion between the parties on these and other subjects.

22. On July 15 the parties appeared as requested at the Board's offices again. In the hope of securing greater progress, the panel conferred with each group separately in the morning. These conferences plainly disclosed that further collective bargaining would not be successful unless the issue of the individual contracts were first resolved. In vies of this impasse and in view of the importance of continued production at this plant to effectuate

the national policy of supplying Great Britian with arms and ammunition necessary for its and our national defense, the panel is of the opinion that this case is appropriate for findings and recommendations pursuant to Section 2 (d) of the Executive Order creating the Board.

Findings and Recommendations.

A. Individual Contracts.

23. Issue: The first issue on which the panel makes findings and recommendations related to individual contracts.

24. Facts: Beginning in 1914 and continuing to date, with the exception of an intervening period from 1920 to 1923, Western Cartridge Company has offered each of its employees, after he has served a probationary period, an individual contract. The full text of that contract in its present form is attached hereto and lettered "A". Approximately 5,100 employees of Western Cartridge have executed contracts of this type. These contracts were executed at different times, but in each case the contract expires one year after execution. Included in these 5,100 are 428, or all but two, of the employees here involved for whom this Union is the certified collective bargaining agent.

25. Union's contentions: The Union claims that these individual contacts are invalid as a matter of law, particularly in view of the National Labor Relations Act and the decisions thereunder, and in view of the certificate issues by the National Labor Relations Board. The Union points to paragraphs 3, 4, 6, 8 and 9 which it interprets as permitting the Company to discharge an employe who goes out on strike and as permitting the Company to withhold a promised 6% annual bonus if during the year he strikes. The Union also places some reliance on the point that these contracts were not signed voluntarily since they were presented to employees for signatures by the Company, and the Union asserts that the mere employment relationship puts the employee in such a position that on matters of this sort an employee does not act with complete free will

which the Union says the law guarantees him. Some reference is also made to the fact that some of the terms included in the contract so plainly relate to general wages, hours and working conditions as not to be appropriate for individual negotiation once a collective bargaining representative has been certified. Furthermore, legal arguments aside, the Union asserts that these individual contracts are in their spirit contrary to and hence subversive of sound collective bargaining relationships. For these reasons the Union seeks to have this type of contract, so far as it affects employees in the Smokeless Powder Division, terminated by Western Cartridge, not assumed by East Alton, and not hereafter offered by East Alton.

26. Companies' Contentions: The Companies' contention is that these individual contracts are lawful and are conducive to a sound employment policy. The Companies stress the thrift features of the contracts, and the concern of the Companies in protecting their patents and trade secrets. The Companies assert that the contracts were executed voluntarily that an employee who does not want such a contract can (like the two present non-signatories) decline to execute such a contract without loss of his job, and that (as Western Cartridge's contract with an unaffiliated union shows) these contracts are not repugnant to collective bargain. Western Cartridge also draws to our attention the indirect impact of any disposition of the 428 contracts in the Smokeless Powder Division upon the balance of the approximately 5,100 similar contracts. Both Companies contend that the contracts are not terminable at the will of the employer alone. In making this contention, East Alton does not assert that it, as distinguished from the Western Cartridge Company, is now bound by such contracts, and moreover neither Company contends that if it were directed by a governmental agency to disclose such contracts it would not be protected by the force majuere clause in Article 9 of these contracts exonerating the Company for "causes beyond the control of the Company". Both Companies also suggest that if the contracts were unlawful, there are available appropriate judicial processes to test the matter. It is not clear whether the Companies take the position that, despite the second sentence of Sec-

tion 10 (a) of the National Labor Relations Act, a judicial tribunal could properly pass on the question in any way except upon review of an order of the National Labor Relations Board.

27. Proposals advanced during the collective bargaining process under Section 2 (a) of the Executive Order; During the collective bargaining stage of those proceedings, the panel suggested three alternative solutions for consideration and bargaining by the parties. Succinctly stated, these were the alternative proposals: (1) that the question of the legality be referred for final determination by the Chairman of the Board or by any neutral qualified person mutually acceptable; (2) that neither company should take steps to carry out those individual contracts with any of the employees of the Smokeless Powder Division until and unless required so to do by a court of competent jurisdiction; and (3) that all parties should submit to the National Labor Relations Board the question of law upon an agreed statement of facts and upon a stipulation for expeditious consideration and that pending judicial review, if any, of that Board's order, the parties abide by that order. The Union was willing to accept any one of those alternatives. The Companies were unwilling to accept any of these proposals or, during the course of the collective bargaining in Washington, to suggest any alternative course. On Wednesday, July 23, after these recommendations were in draft form, Mr. John Olin informed the panel that he had in a confidential letter to a third party for transmission to the panel indicated three possible methods of dealing with individual contracts. The relevant parts of this letter are quoted in Exhibit "C" attached hereto.

28. Recommendations: Regardless of whether the individual contracts are or are not valid under the National Labor Relations Act, the panel regards these contracts in their present form as being inconsistent with a sound collective bargaining relationship between East Alton Manufacturing and this Union. We, therefore, recommend that East Alton Manufacturing should not assume or offer to its employees any such individual contracts; that Western Cartridge Company or East Alton Manu-

facturing Company should repay as of August 1, 1941, to each employee in the unit represented by this Union the amount he personally has paid to the Companies under his contract; that Western Cartridge Company and East Alton Manufacturing Company should take no other steps to enforce the individual contracts with respect to employees in the unit represented by this Union; and that the Union execute on behalf of those it represents whether members or not, a release from liability on these individual contracts. This recommendation does not preclude the East Alton Manufacturing Company from exacting from each employee an appropriate personal pledge confined to the non-disclosure of patents and trade secrets.

B. Type of Shop.

29. Issue: The second issue on which the panel makes findings and recommendations relates to the type of shop, or as it is sometimes called, "Union security."

30. Union's contentions: The Union seeks a union shop in which every present employee within the unit, whether or not he is now a member of the Union, must be and remain a member of the Union in good standing as a condition of employment, and in which every new employee in the unit must, after a probationary period of 30 days, become and remain a member of the Union in good standing as a condition of employment. The Union agrees that it will take into membership every present employee of the Smokeless Powder Division but it will take in only such future employees as meet the standards of the Union. In support of its position, the Union emphasizes the special facts in this case. The Unions asserts that the Western Cartridge Company and East Alton Manufacturing Company in their dealings with the Union in Illinois and in Washington and in what the Union claims are the Companies' dilatory tactics before this Board have shown an obvious hostility toward collective bargaining which reasonable ground for fear that unless the Union is protected by some form of union security provision the management will undermine and seek to eliminate it. Among other indicia of the attitude of the manage-

ment, the Union makes reference to the following: Western Cartridge's refusal promptly to honor the National Labor Relations Board's certificate or this Board's recommendations of June 28, 1941; Western Cartridge's creation of East Alton as part of what the Union fears is a devise for checkmating its normal growth; the Olin's refusal to adopt a formula evolved at the Department of Labor by Western Cartridge's own lawyers (acting admittedly only as lawyers, not as corporate officers); the withdrawal of the Olins personally from negotiations in St. Louis, coupled with their delay in coming to and their promptness in withdrawing from hearings before this Board; the conferences which supervisory officials of Western Cartridge had with individual employees in St. Louis to secure their views on individual contracts at the very time that issue was the subject of collective bargaining negotiations in Washington before this Board; the grant by Western Cartridge to the unaffiliated union of a wage increase averaging 5% effective July 3, despite the fact that earlier in the same week both Western Cartridge and East Alton had not made any offer or concession to the American Federation of Labor union in the hearings before this Board in this case; and the charges (as yet untried) filed before the National Labor Relations Board to the effect that Western Cartridge has violated the National Labor Relations Act by discriminating against union members.

31. Companies' contentions: Despite Western Cartridge's earlier position of going to court to contest the National Labor Relations Board's certification, East Alton has now recognized the Union as the exclusive representative of the employees of the company in those classifications which that Board grouped together as an appropriate unit. The Companies are not ready to grant voluntarily a closed shop or union shop. In their brief, the Companies stress their objections to the Union's proposal: (1) "This proposal of the Union would mean that approximately two hundred employees in this separate unit, who have up to now refused to join the Union, would be compelled to become members! (Co. Br. 9); (2) There is an "obvious inappropriateness of such (closed or union

shop) restrictions upon a man's right to work and an employer's right to select his employees in the present emergency, particularly having in mind the occupational responsibility of the employees by reason of the character of the work" (Co. Br. 10); and (3) in view of the Companies' willingness to recognize individual assignment of wages for Union dues, there is no need for the union to "fear a loss of its present membership and hence to insist upon the 'freezing' of such membership for the duration of the contract". The Companies also allege that the Union's demands in this case and its attitude during negotiations in St. Louis were such as to indicate that a union shop would not work satisfactorily.

32. Recommendations: The panel recommends that East Alton Manufacturing Company and the Union include in a collective bargaining contract the following provisions:

"The Company agrees that any present employee who on June 24, 1941, (the date this case was certified), was a member of the Union or who has become a member of the Union since June 24, 1941, shall as a condition of continued employment maintain membership in good standing; and any employee who hereafter, during the life of this agreement, becomes a member or is reinstated as a member of the Union shall as a condition of continued employment maintain membership in good standing."

In making this recommendation, the panel notes that it in no way impinges upon the freedom of any individual who has nor chosen to join the Union. It does not exercise the type of compulsion specifically adverted to in the Companies' brief. It does not restrict the employer in the choice of his employees,—a restriction to which, as noted above, the employer expressed particular opposition. It goes only so far as to preserve the Union in the status it has already achieved and may achieve through voluntary adherence of employees. It protects the Union in its capacity to fulfil its contract, and makes certain that those who authorized the Union to act for them will aid their agent in performing its obligations.

This case seems to us to present strong evidence that some formal assurance of a stable status of the parties

is necessary here. In the hearings before this Board the Companies showed what at best must be described as a complete unfamiliarity with the realities of collective bargaining. Either by accident or by design, the management resorted to practices which undermined the confidence of others sitting at the same table with them. If the management's tactics were not deliberately dilatory they at any rate gave that impression. If by wage increases to others than those represents before the Board the management meant merely to carry on in good faith bargaining with the independent union, the management nonetheless gave the appearance of discrimination. A workman might reasonably conclude that these Companies did not want and were going to try to eliminate the members of this Union. Against this fear, based upon the recent record, the Union members are, we believe, entitled in this case to be protected. We add that we hope that there are no grounds for the fear the Union has expressed and that the effect of our recommendation will be to make for better relations by the removal of suspicion.

C. Wage Rates.

33. Issue: The third issue on which the panel makes findings and recommendations relates to wage rates.

34. Facts: As already noted, the present hourly rates for the Smokeless Powder Division are at a minimum of 52¢ an hour and an average of 71.8¢ an hour. We are not informed whether this figure of 71.8¢ is calculated on the basis of the basic rate for a 40-hour week or whether it is increased by including in the computation over time work for which time and one-half is paid.

35. From the brief submitted by the Companies, we learn that since January 1, 1941, Western Cartridge has granted "615 separate wage increases affecting a total of 463 separate employees in the unit" and that these wage increases are "equivalent to approximately 10%." (CO. Br. 13) We cannot tell from this submission whether basic wage rates have been increased. The statement would be consistent with an entirely different interpretation; For example, that the learners' or the helpers' basic rate has not

been increased, but that individuals have received personal increases either by being advanced from one job to another or by being given an individual merit raise within a particular classification.

36. As previously noted, Western Cartridge as recently as July 13, 1941, negotiated effective as of the same date, a wage increase averaging 5% for employees outside the Smokeless Powder Division.

37. Wage data was submitted by the parties. In addition, the Bureau of Labor Statistics of the Department of Labor has given us the following information as to plants (other than Western Cartridge) which have as their major product smokeless powder and which report wage data to the bureau: in April 1941 the five plants then reporting averaged 88.3¢ per hour (including overtime hours); in the same month the hourly rate in the lowest wage plant then reporting averaged 71.1¢ including overtime hours or approximately 69.7¢ excluding overtime hours, and in the highest wage plant then reporting averaged 97.9¢ including overtime hours or approximately 97¢ excluding overtime hours; in June 1941 the four plants then reporting averaged 86.7¢ per hour (including overtime hours) in the same month the hourly rate in the lowest wage plant then reporting averaged 74.9¢ including overtime hours or approximately 69.4¢ excluding overtime hours and in the highest wage plant then reporting averaged 104.5¢ per hour including overtime hours or approximately 104.4¢ excluding overtime hours. Some of these plants may be engaged in the manufacture of powder as well as the processing of powder.

38. Union's contentions: The Union contends that substantial wage rates increases, in some classifications as high as 50 per cent, are warranted because of the earnings and profits of the Western Cartridge Company, the nation-wide scope of its business, the hazard of the work, union scales in St. Louis and the bonus now available to Western Cartridge employees under the individual contracts which the Union seeks to have terminated. The Union proposes a minimum of 78¢ an hour (Union Br. 7).

39. Companies' contentions: The Companies contend

that their present wage scale is satisfactory if "treated first, by the wages being paid generally in the Alton industrial district, in which they are located; and, second, by wages being paid in those explosive plants which by reason of geographical location, similarity of operations and products, and otherwise are most nearly comparable." (Co. Br. 11.)

40. Recommendations: The panel, upon the basis of the evidence before it and of its own limited knowledge, cannot intelligently judge what would be fair rates of wages in the various classifications of the Smokeless Powder Division. From the fact that Western Cartridge has recently given other employees a raise and from the general data supplied by the Bureau of Labor Statistics, the panel is of the opinion that some wage increase is due. The panel does not suppose that a wage increase of the magnitude proposed by the Union is, however, due or appropriate. The panel is not prepared to resolve this issue by an arbitrary proposal of a wage increase of a fixed percentage or a fixed number of cents. Instead it divides its recommendations into these two parts:

(a) The Companies or one of them shall, as of July 13, (the date when Western Cartridge gave wage increases to other employees) give to the employees in jobs formerly grouped together in the Smokeless Powder Division, wage increases averaging not less than the 5% which Western Cartridge gave its other employees.

(b) The Companies and the Union shall submit to arbitration the determination of whether the Companies should give to the employees in those jobs which formerly constituted the Smokeless Powder Division any wage increases. The arbitration shall be by three persons, one named by the Companies, a second by the Union, and the third by those two. If the three are not named within seven (7) days after these recommendations are issues, i. e., by August 1, 1941, then this Board shall forthwith name one person to act as arbitrator and he shall exercise all the arbitral functions. The arbitrators or arbitrator shall have the power to change general basic wage scales by a fixed percentage or amount and/or to change particular

basic wage scales in the several classifications among the employees in those jobs which formerly constituted the Smokeless Powder Division. These wage changes, if any, shall be retroactive to the date the hearings in this case closed, i. e., July 15, 1941. These wage changes shall be accepted by both parties, and, unless the arbitrators or arbitrator for good cause shown otherwise provide, shall be binding for one year. In reaching a determination the arbitrators or arbitrator shall state findings and reasons as well as conclusions.

D. Vacations.

41. Issue: The fourth issue on which the panel makes findings and recommendations relates to vacations.

42. Facts: The Companies now give one week's vacation with pay for any employee who has had one year of service with the Western Cartridge Company or its affiliates. To an employee who has had 10 years of service, the Companies give an additional vacation of 25% of one week's pay. After 15 years of service, the Companies give an additional 25% of one week's pay; after 20 years an additional 25%, and after 25 years an additional 25% of one week's pay is given.

43. Union's contentions: The Union requests a paid vacation of one week after one year of service and two weeks after two years of service.

44. Companies' contentions: The Companies are prepared to revise their schedule of vacations so that an employee after one year of service gets one week's vacation with pay (just at present) and that after every five years he gets for that five years service 25% of one week's additional vacation with pay.

45. Recommendations: The panel is of the opinion that the question of vacations with pay is so closely allied to the question of wages that it, like the wage question, should go to the arbitrators or arbitrator provided for in Paragraph 40 (b) of these findings and recommendations. The arbitrator or arbitrators shall have the power to determine what vacations with pay shall be given by the Companies on and after July 15, 1941 (the date the hearings in this

case closed) to the employees in the jobs which were formerly grouped together in the Smokeless Powder Division of the Western Cartridge Company. The parties shall be bound by the award of the arbitrators or arbitrator. In making an award, the arbitrators or arbitrator shall set forth their findings and reasons as well as their conclusions.

E. Jobs in the Smokeless Powder Division Not Transferred to East Alton Manufacturing Company.

46. Issue: The fifth issue on which the panel makes findings and recommendations relates to the status for purposes of collective bargaining of those jobs formerly in the Smokeless Powder Division of Western Cartridge which were included by the National Labor Relations Board in the unit of election but which have not been transferred from Western Cartridge to East Alton Manufacturing Company.

47. Facts: Representatives of the Companies indicated that they might or might not transfer from Western Cartridge Company to East Alton Manufacturing Company the jobs known as magazine storekeepers, junior physicists and junior chemists, which were within what the National Labor Relations Board has found to be an appropriate unit for which the Union has been certified as the collective bargaining representative.

48. Union's contentions: The Union contends that if any jobs in the unit found by the National Labor Relations Board to be appropriate are not transferred from Western Cartridge, then for those employees Western Cartridge is under duty to bargain with the Union.

49. Companies' contentions: The Companies contend that insofar as jobs are not transferred from Western Cartridge to East Alton, there is no duty on the part of the company to bargain for them with this Union.

50. Recommendations: Under its recommendations of June 28, 1941, the panel recommended that Western Cartridge Company should bargain with the Union for the employees in all the jobs in that unit which was found by the National Labor Relations Board to be appropriate. Necessarily this recommendation embraced the magazine storekeepers, the junior physicists and the junior chemists.

Moreover, quite apart from this Board's earlier recommendations, it would appear that Western Cartridge Company's duty in the premises was clearly defined by Section 8(5) of the National Labor Relations Act and that it could not escape the duty to bargain with the Union as to those employees who continue in jobs which originally were in the unit found by the National Labor Relations Board to be appropriate. Accordingly we recommend that if Western Cartridge Company does not transfer the jobs of magazine storekeepers, junior physicists and junior chemists to East Alton Manufacturing Company, it should bargain collectively respecting them with the Union. Furthermore, regardless of whether the jobs just referred to are or are not transferred from Western Cartridge to East Alton, all our recommendations (including those relating to individual contracts, type of shop, wage rates, vacations and seniority) should be construed as applicable to those jobs.

F. Seniority.

51. Issue: The sixth issue on which the panel makes findings and recommendations relates to seniority.

52. Facts: At the conclusion of the hearings before the panel on July 15, 1941, the parties agreed to negotiate the question of seniority in the presence of the Secretary to the Panel, Mr. Gill. A seniority clause, a copy of which is annexed hereto lettered "B" was drafted and agreed to by Mr. Schotters, plant superintendent of the companies (the only representative of the Companies present), and by the Union committee, in the presence of Mr. Gill.

53. Union's contentions: The Union is willing to take the seniority clause negotiated on July 15, 1941.

54. Companies' contentions: The Companies apparently take the position that the seniority clause attached hereto "might furnish a basis for working out a final agreement on this question." (Co. Br. 15). This statement seems to be the equivalent of a repudiation of the negotiations hitherto conducted.

55. Recommendations: The panel is of the opinion that the seniority clause as embodied in the annexed exhibit

"B" furnishes a satisfactory working arrangement and should be incorporated in a collective bargaining contract between the parties.

The Board requests each party to notify the Board of its acceptance of these recommendations not later than July 28, 1941.

Signed this 24th day of July, 1941.

(Signed) Charles E. Wyzanski, Jr.,
Charles E. Wyzanski, Jr.,
Representing the Public.

(Signed) Roger D. Lapham,
Roger D. Lapham,
Representing the Employers.

(Signed) Edw. J. Brown,
Edward J. Brown,
Representing Employees.